



Amendment No. 2
To
Contract No. NA160000160
For
Acquisitions, Cataloging, and Processing of Music CD's
Between
Midwest Tape, LLC
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be August 4, 2020 through August 3, 2021. One option will remain.
- 2.0 The City hereby replaces the expired Bureau of Labor Statistics index, PCU33461433461431, in the above referenced contract with PCU3346103346102. See Exhibit E.
- 3.0 The total contract amount is increased by \$150,000.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 08/04/2016 – 08/03 2019	\$450,000.00	\$450,000.00
Amendment No. 1: Option 1 – Extension 08/04/2019 – 08/03/2020 BLS Index assigned to contract expired and replaced. 06/17/2019	\$150,000.00	\$600,000.00
Amendment No. 2: Option 2 – Extension 08/04/2020 – 08/03/2021	\$150,000.00	\$750,000.00

- 4.0 MBE/WBE goals do not apply to this contract.
- 5.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 6.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: *Sue Bascuk* 7-22-2020

Printed Name: Sue Bascuk, Vice President Business Development
Authorized Representative

Midwest Tape, LLC
1417 Timberwolf Drive
Holland, Ohio 43528-9485
(800) 875-2785
jclark@midwesttapes.com
sbascuk@midwesttape.com

Sign/Date: **Matthew Duree**
Digitally signed by
Matthew Duree
Date: 2020.07.23
08:45:08 -05'00'

Matthew Duree
Procurement Manager
City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 1
To
Contract No. NA160000160
For
Acquisitions, Cataloging, and Processing of Music CD's
Between
Midwest Tape, LLC
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be August 4, 2019 through August 3, 2020. Two options will remain.
- 2.0 The City hereby replaces the expired Bureau of Labor Statistics index, PCU33461433461431, in the above referenced contract with PCU3346103346102.
- 3.0 The total contract amount is increased by \$150,000.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 08/04/2016 – 08/03/2019	\$450,000.00	\$450,000.00
Amendment No. 1: Option 1 – Extension 08/04/2019 – 08/03/2020 BLS Index assigned to contract expired and replaced. 06/17/2019	\$150,000.00	\$600,000.00

- 4.0 MBE/WBE goals do not apply to this contract
- 5.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 6.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date:

Handwritten signature of Jeff Jankowski.

6-24-19

Printed Name: Jeff Jankowski, Vice President
Authorized Representative

Midwest Tape, LLC
1417 Timberwolf Drive
Holland, Ohio 43528-9485
(800) 875-2785
jlark@midwesttapes.com

Sign/Date:

Handwritten signature of Matthew Duree.

7-24-19

Matthew Duree
Procurement Manager

City of Austin
Purchasing Office
124 W 8th Street, Ste. 310
Austin, Texas 78701



City of Austin

Purchasing Office, Financial Services Department

P.O. Box 1088, Austin, TX 78767

August 4, 2016

Midwest Tape, LLC
Jeff Jankowski
6950 Hall Street
Holland, OH 43528

Dear Mr. Jankowski:

The Austin City Council approved the execution of a contract with your company for the Acquisitions, Cataloging, and Processing of Music CDs in accordance with the referenced solicitation.

Responsible Department:	Austin Public Library
Department Contact Person:	Sandra Cannon
Department Contact Email Address:	Sandra.Cannon@austintexas.gov
Department Contact Telephone:	(512) 974-7588
Project Name:	Music CDs
Contractor Name:	Midwest Tape
Contract Number:	NA160000160
Contract Period:	8/4/2016 – 8/3/2019
Dollar Amount	\$450,000.00
Extension Options:	Three 12-month options
Requisition Number:	RQM 8500 - 16020400250
Solicitation Number:	JRD0312
Agenda Item Number:	32
Council Approval Date:	8/4/2016

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Jonathan Dalchau
Senior Buyer Specialist
City of Austin
Purchasing Office

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
Midwest Tape, LLC ("Contractor")
for
Acquisitions, Cataloging, and Processing of Music CDs
MA 8500 NA160000160**

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Midwest Tape, LLC having offices at 6950 Hall Street, Holland, OH 43528 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number RFP JRD0312.

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract
- 1.1.2 The City's Solicitation, Request for Proposal (RFP), RFP JRD0312 including all documents incorporated by reference
- 1.1.3 Midwest Tape, LLC Offer, dated 5/5/2016, including subsequent clarifications

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This Contract
- 1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
- 1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications.

1.3 Term of Contract. The Contract will be in effect for an initial term of thirty-six (36) months and may be extended thereafter for up to three (3) twelve (12) month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

1.4 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$450,000.00 for the initial Contract term and \$150,000.00 for each extension option as indicated in the Bid Sheet, IFB Section 0600. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

- 1.5 **Quantity of Work.** There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

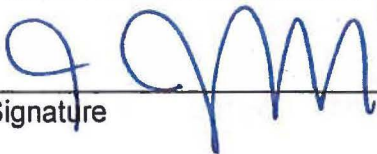
In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

MIDWEST TAPE, LLC

CITY OF AUSTIN

Jeff Jankowski

Printed Name of Authorized Person



Signature

Vice President

Title:

8-2-16

Date:

Jonathan Dalchau

Printed Name of Authorized Person



Signature

Senior Buyer Specialist

Title:

8/4/2016

Date:

**PRICE SHEET
CITY OF AUSTIN
ADULT & JUVENILE MUSIC CDs (ACQUISITIONS, CATALOGING, AND PROCESSING)**

Solicitation No.: RFP JRD0312

Special Instructions: Be advised that exceptions taken to any portion of the solicitations may jeopardize acceptance of the proposal

SECTION 1 - DISCOUNT OFF MUSIC CD's

The percent discount shall be fixed throughout the term of the Contract including any subsequent renewal periods, and are not subject to increase. All shipping and handling charges shall be incorporated in the cost of the material bid and not charged as a separate line item on the invoice regardless of the shipping location. A bid of '0' (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of 'no bid' will be interpreted by the City that the responder does not wish to bid on that item. The City reserves the right to purchase more or less of the quantities as may be required during the Contract term. Orders shall be as-needed and specified by the City on each order. The annual estimated dollar amounts are not a guarantee of actual volume. The City may award the contract for any item or group of items on the solicitation, or any combination deemed most advantageous to the City.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL DOLLAR AMOUNT	% DISCOUNT OFFERED	EXTENDED PRICE
1	Adult & Juvenile Music CD's	\$165,000	25.0000%	\$123,750.00

SECTION 2 - CATALOGING SERVICES

Bid Prices shall be the invoiced price and include all costs, shipping, handling, supplies, and associated charges and not charged as a separate line item on the invoice. A bid of '0' (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of 'no bid' will be interpreted by the City that the responder does not wish to bid on that item. The quantities noted below are annual estimates and not a guarantee of actual volume. The City reserves the right to purchase more or less of the quantities as may be required during the Contract term. Orders shall be as-needed and specified by the City on each order. There are no minimum order quantities and actual purchased quantities may vary.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QTY	UNIT	UNIT PRICE	EXTENDED PRICE
2	Original Cataloging	250	Each	\$1.200	\$300.00
3	Copy Cataloging	250	Each	\$1.200	\$300.00
4	Enhanced Cataloging	250	Each	\$1.200	\$300.00
5	Derived Cataloging	250	Each	\$1.200	\$300.00
6	Replace manufacturers CD Case with Approved Durable Long-lasting Case	9000	Each	\$1.830	\$16,470.00
7	CD: Embedded White Banner with Austin Public Library Name and Logo Positioned at Bottom Front and Bottom Back of Art Work (Exhibit A)	9000	Each	\$0.620	\$5,580.00
8	CD: Embedded .75 inch X 2.0 inch Barcode Label Containing Barcode Number Positioned on front mid section and back bottom of Art Work (Exhibit A)	9000	Each	\$0.620	\$5,580.00

9	CD: Embedded Spine Label, with Artist and Title Information Positioned at upper three quarter of Spine section of Art Work (Exhibit A)	9000	Each	\$0.620	\$5,580.00
10	CD: Embedded 1.5 inch X 1.0 inch Spine Label, Using Arial 11 Point Font Positioned at the Bottom Edge of Spine and Front Top Corner of Art Work (Exhibit A)	9000	Each	\$0.620	\$5,580.00
11	CD: CD Hub Ring with Embedded Library Name and Matching Barcode Number (from Embedded Barcode on Art Work) (Exhibit B)	9000	Each	\$0.620	\$5,580.00
12	CD: Contractor Supplied RFID Full Disc Overlay Circular Security Tag (Stingray) Attached to First Disc (Exhibit C)	9000	Each	\$0.620	\$5,580.00
TOTAL PRICE (Section 2) =					\$51,150.00
TOTAL PRICE PROPOSED (Sections 1 & 2) =					\$174,900.00

SECTION 3 - NON-SPECIFIED ITEMS

Proposer shall be able to provide other items and services that are not listed above. The prices for these Non-Specified Items shall be based on the Price List(s) and percentage discount(s) or markup(s) as indicated below.

The percentage discount(s) or markup(s) shall be fixed throughout the term of the Contract including any subsequent renewal periods, and are not subject to increase. Revisions to the prices may only be adjusted using the Pricing Requirements -- Non-Specified Items provision in Section 0400.

Proposer shall provide the manufacturer(s) name and number of the identified price list(s), the latest effective date of the identified price list(s), and either the percentage discount(s) or markup(s) to the identified price list(s).

ITEM NO.	NAME AND NUMBER OF PRICE LIST	LATEST EFFECTIVE DATE OF PRICE LIST	DISCOUNT FROM, OR MARKUP TO PRICE LIST
13	Name _____ Number _____	_____	_____ % Discount or _____ % Markup
14	Name _____ Number _____	_____	_____ % Discount or _____ % Markup
15	Name _____ Number _____	_____	_____ % Discount or _____ % Markup

Offerors best delivery is 7-10 business days after receipt of order. Delivery Method shall include FOB Destination for delivery and freight charges.

Note: Delivery Method Fed EX Courier

Signature:  Date: 5/24/2016



May 5, 2016

RE: RFP 8500 JRD0312 – Acquisition, Cataloging, and Processing of Music CDs

The following document outlines a few key points regarding Midwest Tape's response to the RFP Price Sheet and respectfully request the evaluation committee's review of this information for incorporation into our total response.

Line 3 – Adult & Juvenile Music CD's Discounts:

Most Music CDs will have a discount of 25% off MSRP. Universal Music will have a 10% discount off MSRP.

Lines 2 - 5 - Cataloging:

Midwest Tape provides the cataloging services on a per **TITLE** basis. We are very pleased to be set up to provide the level of cataloging needed by Austin Public Library and have tailored those services to each format and account, making it cost and time effective for the library. APL orders multiple copies of a single title (averaging 16 copies per popular title). Cataloging costs are charged one time for the first copy and are then charged item linking services for the additional copies at a rate of \$0.25 per item tag.

We would value the opportunity to fully explain our cataloging services and pricing during the evaluation process. We'd like provide your library with an explanation of a cost saving level of record that would provide the majority of the data needed for APL through our Full Level MARC record at only \$1.20 per title. This is the most popular time and cost saving level of record that over 380 libraries utilize for today's Music CDs titles.

The following staff can be contacted to fully explain our cataloging services and pricing structure:

Eric Timm, Account Executive
800-875-2785 Office/419-250-0222 cell
etimm@midwesttapes.com

Ashley Swick, Processing Coordinator
800-875-2785 Office
aswick@midwesttapes.com

Janet Timm, Bid Specialist
80-875-2785 Office
jtimmm@midwesttapes.com

Processing:

Austin Public Library has been an integral part in designing, with Midwest Tape, digital processing services. Through on-going discussions, Midwest Tape has provided APL with a variety of processing



services tailored to each format. Multiple accounts have been provided, at no additional charge to APL, to assist the library to streamline ordering and value-added services.

We do not charge our processing services as an ala carte type service. VIP digital processing is inclusive of the library's requirements of the white banner with APL logo, Blu-Ray disc logo, barcode and spine label. Our service price also includes the hand-application of the library's requested hub label, tattle tape and a disc overlay. Each title is then placed into a secure style case, with the clips removed prior to shipping.

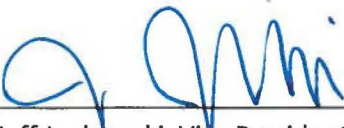
As required on the Bid Form each Item Description has a figure noted that when combined as a total price APL realizes the following pricing structure:

- Single Disc titles - \$4.35 & Double Disc Titles - \$4.35


Please note the following due to more services required for multi-disc titles (3 or more discs repackaged into a non-secured case):

- Multi-disc titles - \$6.65

Midwest Tape has enjoyed an excellent partnership with the Austin Public Library for over fourteen years providing the Library with a high level of products and services to best support the library's mission to your community. It is our desire to maintain that relationship and assist Austin Public Library's advancements in the coming years.



Jeff Jankowski, Vice President



Date



May 5, 2016

City of Austin, Texas
Purchasing Office
124 West 8th Street
Austin, Texas 78701

RE: RFP 8500 JRD0312 – Acquisition, Cataloging, and Processing of Music CDs

Midwest Tape is honored to have the opportunity to respond to the City of Austin's RFP for Acquisition, Cataloging and Processing of Music CD's. We can meet and in many cases exceed the requirements contained in your RFP. Midwest Tape has enjoyed an excellent partnership with the Austin Public Library for fourteen years providing the Library with a high level of products and services to best support the library's mission. All required services (processing, cataloging, standing orders, ILS integration and accounts) are currently in place for your library here at Midwest Tape and we stand ready to assist.

At Midwest Tape, we have not just focused on your library as a *customer*; we have focused on your staff as *librarians* who serve your customers (patrons) to better meet the demands of your community. We've been working with public libraries since 1989, listening to librarians to provide an array of products and services to fulfill their needs. It begins with our vast catalog of quality media products. Midwest Tape delivers the expertise to help libraries deliver a better customer experience. The following pages lay out our proposal for City's RFP articulating our knowledge, capabilities, and enthusiasm to maintain and advance our relationship with your library system for many years to come.

Midwest Tape has enjoyed an excellent partnership with the Austin Public Library (APL) since April 25, 2002 providing a vast array of patron-demanded audiovisual materials. To help meet your library's needs we currently provide **free** ILS integration services through their Symphony ILS; **free** vendor level records for order placement; **free** unlimited access to our website; **free** customized standing order plans that are currently provided to your.

Additional services provided to your library through Midwest Tape are our value-added services of digital processing with Full Level and customized OCLC MARC records along with item record linking services. These services are currently in place for your library here at Midwest Tape providing your library a smooth transition into the new contract with no delay in services.

The information and pricing, contained within this response portfolio, will remain in effect for as long as needed by the evaluation committee to reach its final decision. Should there be further information required or a demonstration of our user-friendly website, please feel free to contact the following individuals:

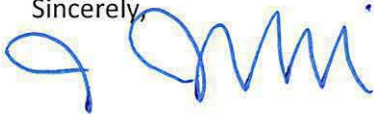
Jeff Jankowski, Vice President
800-875-2785
jjankowski@midwesttapes.com

Eric Timm, Account Executive
800-875-2785; 419-250-0222
etimm@midwesttapes.com

Janet Timm, Bid Specialist
800-875-2785
jtimmm@midwesttapes.com

Our discounts are competitive, but when combined with our many value-added services (VIP digital processing, cataloging services and our industry expertise) Austin Public Library will see Midwest Tape as a true library partner. This letter certifies our formal response to the City of Austin's RFP for Acquisition, Cataloging and Processing of Music CD's Solicitation Number RFP 8500 JRD0312. The signature below acknowledged full authority to enter into contractual agreements.

Sincerely,



Jeff Jankowski, Vice President
Midwest Tape, LLC
Dated: 5/5/2016



CITY OF AUSTIN, TEXAS
Purchasing Office
REQUEST FOR PROPOSAL (RFP)
OFFER SHEET

SOLICITATION NO: RFP JRD0312

DATE ISSUED: April 18, 2016

REQUISITION NO.: RQM 8500 16020400250

COMMODITY CODE: 71580, 95610

**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT THE FOLLOWING
AUTHORIZED CONTACT PERSON:**

Primary Contact:
Jonathan Dalchau

Senior Buyer Specialist
Phone: (512) 974-2938
E-Mail: jonathan.dalchau@austintexas.gov

Second Chair:
Marty James
Buyer II
Phone: (512) 974-3164
E-Mail: marty.james@austintexas.gov

COMMODITY/SERVICE DESCRIPTION: Acquisitions, Cataloging,
and Processing of Music CDs

PRE-PROPOSAL CONFERENCE TIME AND DATE: 9:00 AM,
Wednesday, April 27, 2016

LOCATION: City of Austin Municipal Building, 3rd Floor Main
Conference Room 335.1
Pre-Bid Remote Conference Phone Number: 512-974-9300
Enter the following Code when prompted: 422948

PROPOSAL DUE PRIOR TO: 2:00 PM, Tuesday, May 10, 2016

PROPOSAL CLOSING TIME AND DATE: 2:15 PM, Tuesday, May
10, 2016

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

LIVE SOLICITATION CLOSING ONLINE: For RFP's, only the
names of respondents will be read aloud

For information on how to attend the Solicitation Closing online, please
select this link:

<http://www.austintexas.gov/departments/bid-opening-webinars>

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as
shown below:

Address for US Mail (Only)	Address for Fedex, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # JRD0312	Purchasing Office-Response Enclosed for Solicitation # JRD0312
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the
responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the
time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving
on time. See Section 0200 for additional solicitation instructions.

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY OF YOUR RESPONSE
(Electronic copy should be a single scanned file of the original proposal per flash drive)

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	**
0200	STANDARD SOLICITATION INSTRUCTIONS	**
0300	STANDARD PURCHASE TERMS AND CONDITIONS	**
0400	SUPPLEMENTAL PURCHASE PROVISIONS	8
0500	SCOPE OF WORK	*
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	4
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0700	REFERENCE SHEET – Complete and return if required	2
0800	NON-DISCRIMINATION CERTIFICATION	**
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	**
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	**
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE NO GOALS FORM – COMPLETE & RETURN	2
Attachment A	DIGITAL MUSIC CD ARTWORK	1
Attachment B	IMAGE OF CD HUB RING	1
Attachment C	RFID OVERLAY AND LINER NOTES	1
Attachment D	AUSTIN LIBRARY HOURS AND LOCATIONS	2
Attachment E	PRICE SHEET	2
Attachment F	PURCHASING OFFICE EXCEPTIONS FORM	1

*** Documents are hereby incorporated into this Solicitation as additional documents with the same force and effect as if they were incorporated in full text.**

**** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the * Sections are available on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

INTERESTED PARTIES DISCLOSURE

In addition, Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 "Certificate of Interested Parties" that is signed and notarized for a contract award requiring council authorization. The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: Midwest Tape, LLC

Company Address: 6950 Hall Street

City, State, Zip: Holland, Ohio 43528

Federal Tax ID No. [REDACTED]

Printed Name of Officer or Authorized Representative: Jeff Jankowski

Title: Vice President

Signature of Officer or Authorized Representative: 

Date: May 5, 2016

Email Address: jjankowski@midwesttapes.com

Phone Number: 800-875-2785

*** Proposal response must be submitted with this Offer sheet to be considered for award**

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.
5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.
6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

10. WORKFORCE

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .
 - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
 - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

- 11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

12. INVOICES:

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

13. PAYMENT:

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.
- B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
 - i. delivery of defective or non-conforming Deliverables by the Contractor;
 - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
 - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
 - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
 - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
 - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

- 14. TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

15. FINAL PAYMENT AND CLOSE-OUT:

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
 - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
 - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. SPECIAL TOOLS & TEST EQUIPMENT: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. RIGHT TO AUDIT:

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. The Contractor shall include section a. above in all subcontractor agreements entered into in connection with this Contract.

18. SUBCONTRACTORS:

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
- i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
 - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
 - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
 - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.
19. **WARRANTY-PRICE:**
- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
 - B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
 - C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
20. **WARRANTY – TITLE:** The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.
21. **WARRANTY – DELIVERABLES:** The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.
- A. Recycled Deliverables shall be clearly identified as such.

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

- B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
 - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
 - E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
 - B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.
23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.
30. **DELAYS:**
- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 48. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. INDEMNITY:

A. Definitions:

- i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
 - (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
 - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
- ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

B. THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

32. INSURANCE: (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).

A. General Requirements.

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
- ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.
- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.
34. **NOTICES:** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.

35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY**: In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.
39. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

41. **GRATUITIES:** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
43. **INDEPENDENT CONTRACTOR:** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
44. **ASSIGNMENT-DELEGATION:** The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
45. **WAIVER:** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
46. **MODIFICATIONS:** The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
47. **INTERPRETATION:** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.
48. **DISPUTE RESOLUTION:**
- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.
49. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.
50. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.
51. **HOLIDAYS:** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

54. **EQUAL OPPORTUNITY**

- A. **Equal Employment Opportunity:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.
- B. **Americans with Disabilities Act (ADA) Compliance:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

55. **INTERESTED PARTIES DISCLOSURE**

As a condition to entering the Contract, the Business Entity constituting the Offeror must provide the following disclosure of Interested Parties to the City prior to the award of a contract with the City on Form 1295 "Certificate of Interested Parties" as prescribed by the Texas Ethics Commission for any contract award requiring council authorization. The Certificate of Interested Parties Form must be completed on the Texas Ethics Commission website, printed, and signed by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury. The City will submit the "Certificate of Interested Parties" to the Texas Ethics Commission within 30 days of receipt from the successful Offeror. The Offeror is reminded that the provisions of Local Government Code 176, regarding conflicts of interest between the bidders and local officials remains in place. Link to Texas Ethics Commission Form 1295 process and procedures below:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

56. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)**

- A. Definitions. As used in this paragraph –
- i. "Component" means an article, material, or supply incorporated directly into an end product.
 - ii. "Cost of components" means -
 - (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

iii. "Domestic end product" means-

- (1) An unmanufactured end product mined or produced in the United States; or
- (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.

v. "Foreign end product" means an end product other than a domestic end product.

vi. "United States" means the 50 States, the District of Columbia, and outlying areas.

- B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
SOLICITATION NUMBER: RFP JRD0312**

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office no later than 1:00 PM, one (1) week prior to the proposal opening date. Submissions may be made via email to jonathan.dalchau@austintexas.gov, or via fax at (512) 974-2388

2. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
SOLICITATION NUMBER: RFP JRD0312**

- (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
- (b) Contractor/Subcontracted Work.
- (c) Products/Completed Operations Liability for the duration of the warranty period.
- (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.

(2) The policy shall also include these endorsements in favor of the City of Austin:

- (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
- (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
- (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage

iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.

(1) The policy shall include these endorsements in favor of the City of Austin:

- (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
- (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
- (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

3. TERM OF CONTRACT:

- A. The Contract shall be in effect for an initial term of thirty-six (36) months and may be extended thereafter for up to three (3) additional 12-month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- D. Prices are firm and fixed for the first twelve (12) months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

4. PRE-AWARD

- A. Prior to awarding a Contract, the City reserves the right to visit the premises of any Offeror being considered for a Contract. The site visit will be made during the evaluation process to determine whether or not the Offeror has the appropriate facilities, equipment, inventory, licenses, registrations, permits, and qualified personnel to perform according to the Scope of Work (Section 0500). Offerors, who in the City's opinion, do not have the resources to perform, will not be considered for Contract award regardless of their Bid price. The Offeror shall furnish, or cause to be furnished, without additional charge, all reasonable assistance to the City to facilitate the site visit.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
SOLICITATION NUMBER: RFP JRD0312**

- B. In addition, in order to determine if the Offeror is responsible, the City reserves the right to review the Offeror's plan to comply with the requirement to make "Code Red" deliveries" as specified in the Scope of Work. Offerors who, in the City's opinion, do not have existing Agreements or resources in place will not be considered for Contract award regardless of their Bid price.

5. POST-AWARD

- A. The Contractor may require a post award meeting with City personnel within ninety (90) calendar days after Contract award. The purpose of the meeting is to tour the Contractor's processing facility, discuss the terms and conditions of the contract, and meet with the Contractor's key personnel. The post award meeting shall take place at the Contractor's place of business and at the Contractor's expense.
- B. The City may perform site visits during the term of the Contract to verify that the Contractor, or the Contractor's Subcontractor, has the appropriate facilities, equipment, inventory, licenses, permits, and qualified personnel to perform. The Contractor or the Contractor's Subcontractor shall furnish, or cause to be furnished, without additional charge, all reasonable assistance to the City to facilitate the site visit.

6. DELIVERY REQUIREMENTS:

- A. Deliveries shall be made as indicated on the department purchase order during the library posted hours on Attachment D – Austin Public Library Posted Hours.
- B. Delivery is to be made within ten (10) calendar days after the order is placed (either verbally or in writing). All orders must be shipped complete unless arrangements for partial shipments are made in advance.
- C. The Contractor shall confirm the quantity to be shipped on all orders within two (2) hours of notification by phone from the City.
- D. The Contractor shall provide, with each delivery, a packing list or slip shall include the following: a date, ship-to-number or location name, delivery order number, quantity ordered, quantity shipped, quantity on backorder, title, item number, UPC number, purchase order number, and the street date when product is shipped prior to release date. The bill to account number is preferred but optional.
- E. The Contractor shall include a shipping label on each carton listing the contractor name, content, and the purchase order number(s).
- F. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 51 in Section 0300).

7. INVOICES and PAYMENT: (reference paragraphs 12 and 13 in Section 0300)

- A. Invoices shall contain the contractor's name and remit to address, a unique invoice number, invoice date, contractor order number, purchase order number, delivery order number, item number(s), title, number of copies, unit list price, discount rate, unit discount price, extended discount price, processing fees, grand total number of invoiced music CDs listed at bottom of invoice, and the bill to name, address and account number, and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

At the time of shipment, the Contractor shall provide an electronic invoice via EDI X12 and by email to Library.ACCSAccountsPayable@austintexas.gov.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
SOLICITATION NUMBER: RFP JRD0312**

Invoices and credit memos sent by US mail shall include a duplicate document copy and shall be mailed to the below address:

	City of Austin
Department	Austin Public Library
Attn:	ACCS-AP
Address	P.O. Box 2287
City, State Zip Code	Austin, TX 78768

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

8. RESTOCKING FEES:

- A. The Contractor may bill the City restocking fees (if included in their Offer) for parts that are ordered by the City under the contract and returned for refund. The Contractor is not obligated to accept for refund any part that is not resalable and/or not in the same condition as when purchased.
- B. Restocking fees may be charged to the City when multiple parts or groups of parts are returned for refund at one time due to the City inventory warehouse cleaning, unless these parts are returned at an annual pre-arranged date. The date for the annual return shall be mutually agreed upon between the City and the Contractor.

9. SAMPLES – REPRESENTATIVE:

- A. The Offeror shall submit a representative sample of the goods to be provided per Section 0500 – Scope of Work. This sample shall be provided within five (5) working days after request by the City.
- B. Send samples to the City at the following address:

	City of Austin
Department	Financial Services Department
Address	124 W. 8 th Street, RM 308
City, State Zip Code	Austin, TX 78701
Attn:	Solicitation JRD0312

- C. All products provided to the City under this solicitation will be evaluated or tested and must meet all requirements of the specification, regardless of whether or not all requirements are to be evaluated or tested.
- D. Samples will be provided at no cost to the City, will be retained by the City, and may be used in assuring compliance with materials specifications after award. Failure to supply samples when requested shall subject the Offer to disqualification from consideration for award.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
SOLICITATION NUMBER: RFP JRD0312**

- E. Samples will be evaluated or tested as follows:

The samples will be used by the City to determine if the Contractor's processing meets the functionality requirements of quality, performance, and characteristics as described in this solicitation Paragraph 4.5 of Section 0500 – Scope of Work and Attachments A - D.

10. RECYCLED PRODUCTS:

- A. The City prefers that Offerors offer products that contain recycled materials. When a recycled product is offered by the Offeror, the Offeror must state in their Offer the percentage of the product that is recycled and must include a list of the recycled materials that are contained in the product.
- B. The recycled content of paper products offered to the City shall be in accordance with the Federal Environmental Protection Agency's Recycled Product Procurement Guidelines. These guidelines are available at <http://www.epa.gov/cpg/>.
- C. Contract award for paper products will be made for recycled products unless the cost is more than 10% above the lowest price for non-recycled paper products as required in the City's Comprehensive Recycling Resolution.

11. PUBLISHED PRICE LISTS:

- A. Offerors may quote using published price lists in the following ways:
 - i. Offerors may quote one discount from a Published Price List for all offered items to be covered in the Contract. The discount must remain firm during the life of the Contract.
 - ii. Offerors may quote their dealer cost, plus a percentage markup to be added to the cost. The percentage markup must remain firm during the life of the contract.
- B. Two (2) copies of the list upon which the discounts or markups are based shall be submitted with the Offer. All price lists identified in the Offer shall clearly include the Offeror's name and address, the solicitation number, prices, title of the discount and number, and the latest effective date of the price list. If the Offer is based on a discount or markup on a manufacturer's price list, the price list must also include the manufacturer's name, the manufacturer's latest effective date, and the manufacturer's price schedule. All price lists submitted become part of the Offer.
- C. The price list may be superseded or replaced during the Contract term only if price revisions are the result of the manufacturer's official price list revision. Written notification from the Contractor of price changes, along with two (2) copies of the revised list must be submitted to the Buyer in the Purchasing Office with the effective date of change to be at least thirty (30) calendar days (30 unless a different period is inserted) after written notification. The City reserves the right to refuse any list revision.
- D. The discounts or markups on equipment rental, material, supplies, parts, and contract services shall be fixed throughout the term of the Contract, and are not subject to increase.
- E. Failure to submit written notification of price list revisions will result in the rejection of new prices being invoiced. The City will only pay invoices according to the last approved price list.

12. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
SOLICITATION NUMBER: RFP JRD0312**

- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

13. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):

- A. Access to the Austin Public Library building by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City.
- B. Contractor personnel will be required to check in with the Site Manager, or designee, when entering or leaving the Austin Public Library building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule.
- C. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

14. ECONOMIC PRICE ADJUSTMENT:

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first twelve (12) months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty-five percent (25%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.

i. The following definitions apply:

- (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
- (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
SOLICITATION NUMBER: RFP JRD0312**

- (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
 - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
 - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
- ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
- (1) Utilize final Compilation data instead of Preliminary data
 - (2) If the referenced index is no longer available shift up to the next higher category index.
- iii. **Index Identification:** Complete table as they may apply.

Weight % or \$ of Base Price: 100%
Database Name: Producer Price Index Industry Data
Series ID: PCU33461433461421
Industry: Software and other prerecorded compact disc, tape, and record reproducing
Product: Audio discs, full-length (including CDs and vinyl records)
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: All

- E. **Calculation:** Price adjustment will be calculated as follows:

Single Index: Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

- F. If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.

15. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
SOLICITATION NUMBER: RFP JRD0312**

16. **CONTRACT MANAGER**: The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Sandra Cannon

Phone: (512) 974-7588

Email: Sandra.Cannon@austintexas.gov

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

**CITY OF AUSTIN
SCOPE OF WORK
ACQUISITIONS, CATALOGING, AND PROCESSING OF MUSIC CDS
SOLICITATION NO.: RFP JRD0312**

1. PURPOSE

The City of Austin (City), seeks proposals to establish a contract with a qualified Vendor (Contractor) to supply the Austin Public Library (APL) with adult and juvenile music CDs in English, Spanish, and other languages. The CDs shall be fully cataloged, able to be added to the inventory (holdings) records, processed to be "shelf ready" in accordance with the APL's requirements, and drop shipped to different APL locations. The City reserves the right to add or remove locations as needed.

2. BACKGROUND

The City's libraries consists of a Central Library, 20 branch libraries, and the Austin History Center. A new Central Library is under construction and is planned to open in 2016. APL uses the SirsiDynix Symphony, Integrated Library System (ILS) for acquisitions, cataloging, circulation, and for the online public-access catalog. Upgrades to the ILS may occur as needed throughout the duration of this contract.

3. CONTRACTOR QUALIFICATIONS

- 3.1. Companies who have the ability, experience, organization, technical qualifications, stock, and facilities for handling the anticipated contract volume, type of materials specified, and who can provide standard services commonly related to wholesale music CD trade in English, Spanish and other languages, are invited to submit bids.
- 3.2. The Contractor shall be a regular wholesale business for a period of five (5) years or more, and shall carry a stock of music CDs in English, Spanish, and other languages to meet the needs of a public library system in a diverse urban setting.
- 3.3. The Contractor shall currently be supplying music CDs on contractual basis with a minimum of five (5) public libraries serving communities with populations of 250,000 or more. Customer references shall be submitted as required in Section 0700 of the solicitation.
- 3.4. The Contractor shall be in the business of supplying libraries with CD's, collection development, cataloging, processing, drop shipping, and other related services for a minimum of three (3) consecutive years within the last five (5) years.

4. CONTRACTOR RESPONSIBILITIES

4.1. Ordering System

4.1.2. The Contractor shall accept orders from APL in the following transmission formats:

- 4.1.2.1. Electronic Data Interchange (EDI) ; Extended BISAC (Book Industry Standards Advisory Committee), enhanced EDI and/or X12 formatted order file sent from APL's ILS
- 4.1.2.2. Contractor's online system
- 4.1.2.3. By fax
- 4.1.2.4. By phone
- 4.1.2.5. By e-mail

4.1.3. The Contractor shall have an order system that is capable of the following:

- 4.1.3.1. The Contractor's order system shall allow APL Library staff to enter orders electronically and to have full order inquiring and tracking capabilities.

**CITY OF AUSTIN
SCOPE OF WORK
ACQUISITIONS, CATALOGING, AND PROCESSING OF MUSIC CDS
SOLICITATION NO.: RFP JRD0312**

- 4.1.3.2. The Contractor's order system shall have the ability for 9XX order structure containing fund, holding code, price and quantity.
- 4.1.3.3. The Contractor's order system shall have the ability to download brief Machine Readable Cataloging (MARC) records with 9XX orders.
 - 4.1.3.3.1. Brief MARC records shall contain author, title, publisher, publisher number, and unique match point number.
 - 4.1.3.3.2. Match point number shall be limited to one of the following:
 - 024 field containing twelve (12) digit Universal Product Code (UPC)
 - 001 or 035 field containing Online Computer Library Center (OCLC) control number
 - 020 field containing thirteen (13) digit publisher assigned International Standard Book Number (ISBN)
 - 4.1.3.3.3. Contractor's online system shall have the ability to designate or remove Field/Tags included in brief MARC records used to create orders.
- 4.1.3.4. The Contractor's online system shall provide monthly statements for outstanding transactions for each Library account and status reports on cancellations, unfilled, and delayed orders. If the report is not downloadable, the City shall require reports to be submitted electronically in Excel format to APL upon request.

4.2. FLEXIBILITY IN MEETING SPECIAL CIRCUMSTANCE AND NEEDS

- 4.2.1. The Contractor shall have the ability to meet special request or adapt to changing needs that may occur during the term of the Contract.
- 4.2.2. "Blanket" or "Approval" purchase plans and open day collections may also be, purchased under this agreement.
- 4.2.3. The Contractor shall provide access to ongoing support for online services, notification of new software releases or upgrades are available, and a toll free number and email for technical support.
- 4.2.4. The Contractor shall have a database that offers multiple levels of access based on user profile settings.
- 4.2.5. The Contractor's online database shall have the ability to interact with APL's ILS, accommodating any process changes due to APL software upgrades or policy changes.

4.3. SELECTION TOOL SERVICES

- 4.3.1. The Contractor shall have access to selection lists and tools that complement their catalog to aid APL in material selection. The lists shall be available through the Contractor's software system and downloadable to Excel.
- 4.3.2. The Contractor's order system shall, at a minimum, include the following features:
 - 4.3.2.1. Multi-level access to the Contractor's order system.

**CITY OF AUSTIN
SCOPE OF WORK
ACQUISITIONS, CATALOGING, AND PROCESSING OF MUSIC CDS
SOLICITATION NO.: RFP JRD0312**

- 4.3.2.2. The ability to search by all of the following access points: Keyword, title, personal and/or corporate names, series, twelve (12) digit UPC, thirteen (13) digit publisher assigned ISBN, OCLC control number, and genre.
- 4.3.2.3. The ability to do advance searches by all of the following access points: language, age group, and release date.
- 4.3.2.4. The ability to access pre-built specialty carts/lists and advance notification system for new releases and upcoming "hot" titles.
- 4.3.2.5. The ability to view title descriptions, physical information, Library of Congress (LC) subjects, and genre.
- 4.3.2.6. The ability to view MARC-formatted records from selection list.
- 4.3.2.7. The ability to create, merge, copy, and transfer private carts/lists for access to other APL staff.
- 4.3.2.8. Real-time vendor inventory information showing number of items available and on order.
- 4.3.2.9. The ability to know if a title has already been added to another cart/list by APL users.
- 4.3.2.10. The ability to check to see if a cart/list has duplicate titles.
- 4.3.2.11. The ability to sort carts/lists by the following: title, UPC, ISBN, price, number of discs, release date, popularity/sales ranking, and record label.
- 4.3.2.12. The ability to create and save templates with multiple holding and funds codes used in creating 9XX orders.
- 4.3.2.13. The ability to copy, transfer/move titles with applied templates to other carts/lists and maintain applied template.
- 4.3.2.14. The ability to globally add or change funds, locations, quantities and local notes for all items in a cart/list.
- 4.3.2.15. The ability to see real time discounted total price of carts/lists and individual items within carts/lists.
- 4.3.3. Contractor's software system preferred features:
 - 4.3.3.1. The ability to generate a report of expenditures on a single cart/list by fund and location.
 - 4.3.3.2. The ability to do advanced searches by language of original release, language of primary soundtrack, publisher number, Award nominations and winners, and rating system.
 - 4.3.3.3. The ability to view full front and back cover images

4.4. CATALOGING & CREATION OF BIBLIOGRAPHIC & HOLDING RECORDS

The Contractor shall be able to supply a full bibliographic record in MARC format and add holdings, except for multi-discs sets

**CITY OF AUSTIN
SCOPE OF WORK
ACQUISITIONS, CATALOGING, AND PROCESSING OF MUSIC CDs
SOLICITATION NO.: RFP JRD0312**

4.4.1. CATALOGING LEVELS

The Contractor shall supply bibliographic record on at least one of the following levels:

- 4.4.1.1. Copy Cataloging: Bibliographic record obtained from OCLC, which meets at least minimum requirements of MARC records (See 9.3) and requires minimal editing. (i.e. verification and/or minimal modification of 1XX, 2XX, 3XX, 5XX, 6XX, 7XX)
- 4.4.1.2. Enhanced Cataloging: Bibliographic record obtained from OCLC, which does not meet at least minimum requirements of MARC records (See 9.3) and requires that the record be brought up to full cataloging standards. (i.e. LC CIP or IN PROCESS records, shall be upgraded to meet at least minimum requirements, Local Call number and be assigned subject headings)
- 4.4.1.3. Derived Cataloging: If no matching record is found in OCLC, a new bibliographic record is derived from an existing bibliographic record whereby minimal editing is required to meet at least minimum requirements of MARC record (See 9.3). (i.e. new record is created via derivation of different format, previous ed., or parallel record)
- 4.4.1.4. Original Cataloging: If no bibliographic record can be found in OCLC, requiring the Contractor's catalogers to create a record, assign name(s), subject headings, and Local Call number. Record shall at least meet minimum requirements of MARC records (See Paragraph 4.4.3.).

4.4.2. NEW BIBLIOGRAPHIC RECORDS

- 4.4.2.1. The Contractor shall be able to supply bibliographic record on at least one of the specified cataloging Levels. A unique bibliographic record shall be available for different packaging, editions/release, etc.
- 4.4.2.2. The Contractor shall search OCLC for records matching. The match criteria shall include: Title, author, publication date, edition, ISBN, UPC, and/or Publisher number.
- 4.4.2.3. If a matching bibliographic record cannot be found in OCLC, the Contractor shall supply an original or derived bibliographic record cataloged under Resource Description and Access (RDA) rules.
 - 4.4.2.3.1. Bibliographic record shall meet at least minimum requirements of MARC records (See Paragraph 4.4.3.) and all other original cataloging and local specifications set out in this document.

4.4.3. MINIMUM MARC RECORD REQUIREMENTS

- 4.4.3.1. For all new bibliographic records provided, the records shall be in accordance with all national cataloging standards:
 - Anglo-American Cataloging Rules, 2nd edition, (AACR2) with latest revisions or editions.
 - RDA with any subsequent editions or revisions published during contract period.
 - MARC 21 format for Bibliographic Data, with any subsequent editions or revisions published during contract period.
 - LC Subject Headings, latest edition.
- 4.4.3.2. The new bibliographic records the Contractor supplies shall include the 949 field with call number and item level information for each copy (See Paragraph 4.4.4.).

**CITY OF AUSTIN
SCOPE OF WORK
ACQUISITIONS, CATALOGING, AND PROCESSING OF MUSIC CDS
SOLICITATION NO.: RFP JRD0312**

4.4.3.3. The Contractor shall include the following minimum field requirements for a single MARC record:

- The record leader logical length shall be in bytes 0-4; and, valid codes for record status, record type and bibliographic records in bytes 5-7. Uppercase letters are not valid in these elements.
- A record directory
- (001) Control number
 - Subfield a OCLC Control Number
- (007) Should be included in all records
- (020) ISBN (13 digit) (if applicable)
 - Only one 13 digit ISBN corresponding to the item
- (024 with 1st indicator value 1) UPC
- (028) Publisher Number
- (041) Language of soundtrack and subtitles should be noted in the 041 or 546 fields
- (035) Local control number
 - Contractor shall use this field for any unique vendor number
- (099) Call Number
 - See specifications for APL call numbers
- (1XX) Names or uniform title headings used as a main entry
- (240) Uniform title added entry if applicable
- (245) Title and statement of responsibility
- (246) Varying form of title if applicable
- (250) Edition field – Enter the edition statement
- (260) Publication, printing, distribution, issue, release or productions of work
 - Subfields a, b, and c required
 - RDA records shall not use the 260 field.
- (264) Publication information
 - Contractor shall provide publication date; supply missing parts of publication, distribution, or manufacture statements when necessary for understanding
- (300) Physical description of item
 - Subfields a, c and e (if applicable) required
- (336) Content type
 - Add \$a performed music \$2 rdacontent. Accept \$b if present. Accept other \$a if appropriate
- (337) Media type
 - Give \$a audio \$2 rdamedia. Accept \$b if present. Accept other \$a if appropriate, e.g. video
- (338) Carrier type
 - Add \$a audio disc \$2 rdacarrier. Accept \$b if present. Accept other \$a if appropriate, e.g. videodisc
- (344) Sound characteristics
 - Add \$a digital \$g stereo \$2 rdae
- (347) Digital file characteristics
 - Add \$a audio file \$b CD audio \$2 rda
- (490) Series statements if applicable
 - 490 series statement shall be supplied if applicable
 - Corresponding 8XX field shall be supplied if 490 containing first indicator 1 is used
- (500) Title source
 - Indicate where title is taken from
 - e.g. 500__ Title from disc label

**CITY OF AUSTIN
SCOPE OF WORK
ACQUISITIONS, CATALOGING, AND PROCESSING OF MUSIC CDs
SOLICITATION NO.: RFP JRD0312**

- (505) Enhanced Contents notes are required for all songs listed
- (511) Performer
 - Add performers or members of the group
- (518) Place and date of capture
 - e.g. 518__Recorded in concert on September 20th 2014
- (538) System requirements
 - Required for enhanced CDs, SACDs, DVDs or Blu-rays included with the CDs
- (546) Languages of the soundtracks and subtitles should be noted in the 041 and 546 fields
- (6XX) Subject headings
 - Appropriate subject headings shall be supplied for work
- (7XX) Additional name and/or title access points
 - Contractor shall supply appropriate access points for work
- (8XX) Series added entries
 - Contractor shall supply corresponding 8XX field when appropriate 490 field containing first indicator 1 is present
- (9XX) Local processing
 - Contractor shall supply necessary item information in 949 field

4.4.3.4. All 1XX, 7XX and 6XX fields shall be subject to authority control. OCLC authority file forms or other bibliographic database contracted by APL during the term of the contract shall be used for name and subject headings including:

4.4.3.4.1. 1XX, 7XX, and all 6XX fields with second indicator 0 when such forms exist.

4.4.4. 949 FIELD REQUIREMENTS

The Contractor's 949 fields shall contain the following item information:

- Subfield "a" (Call Number) Call number can be acquired from the following
- 099 all subfield "a"
- If more than one 099 field exists, call number prefix should correspond to the holding code or fund
 - Subfield "w" Class Scheme
- Class Scheme shall be entered as "DEWEY"
 - Subfield "h" Holding code
- Each item's Holding code specified in order shall be used
 - Subfield "i" Barcode Number
- Item Barcode number
 - Subfield "p" Price
- Each item's price shall reflect price from order and shall be in format \$0.00
 - Subfield "r" Circulation Flag
- Circulation Flag shall be entered as "Y"
 - Subfield "s" Permanent Flag
- Permanent Flag shall be entered as "Y"
 - Subfield "u" Acquisitions Date
- Date shall reflect the date order was sent and shall be in format MM/DD/YYYY

4.4.5. CALL NUMBER SPECIFICATIONS

The Contractor's call numbers shall contain the following item information:

**CITY OF AUSTIN
SCOPE OF WORK
ACQUISITIONS, CATALOGING, AND PROCESSING OF MUSIC CDs
SOLICITATION NO.: RFP JRD0312**

- Field 099 shall be used for all call numbers. The call numbers are free text and no delimiters shall be used.
- All call numbers shall have the beginning prefix of CD
- The genre shall be the next element in the call number
- The cutter shall be composed of the first four letters of the main entry excluding leading articles.

Examples of a call number are:

- CD ROCK BEAT
- CD JAZZ COLE

Examples of Genres:

- | | |
|----------------------------------|--------------------|
| • APPRECIATION | • MUSICAL |
| • BALLET | • NEW AGE |
| • BAND | • OPERA |
| • BLUEGRASS | • ORCHESTRAL |
| • BLUES | • POP |
| • CHAMBER | • RAP |
| • CHORAL | • REGGAE |
| • CHRISTIAN | • RHYTHM AND BLUES |
| • COMEDY | • ROCK |
| • CONCERTO | • SOUND EFFECTS |
| • COUNTRY | • SOUNDTRACK |
| • ELECTRONIC | • SYMPHONY |
| • FOLK | • VOCAL |
| • GOSPEL | • WORLD |
| • HOLIDAY | • YOUTH MUSIC |
| • INSTRUMENTAL (Classical music) | • YOUTH HOLIDAY |
| • JAZZ | • YOUTH SOUNDTRACK |
| • LATIN | • YOUTH WORLD |

4.4.6. ELECTRONIC ITEM CONVERSION

The Contractor shall provide a MARC bib record with 949 containing no cataloging. Copy the specific item level and call number information delivered in electronic format via a FTP or an email attachment.

4.4.7. BIBLIOGRAPHIC RECORD DELIVERY

- 4.4.7.1. The Contractor shall supply a bibliographic record that includes the 949 copy information, within one (1) business day of orders being shipped from the Contractor.
- 4.4.7.2. The bibliographic records shall be delivered in MARC format via email attachment or FTP with email notification sent to specified APL contact.
- 4.4.7.3. The Contractor shall update the holdings in the OCLC database or another APL contracted bibliographic database with the Library's holding symbol for all new titles cataloged for the library. Special accounts for the Contractor can be established for OCLC or other APL contracted bibliographic databases.

**CITY OF AUSTIN
SCOPE OF WORK
ADULT & JUVENILE MUSIC CDs (ACQUISITIONS, CATALOGING, AND PROCESSING)
SOLICITATION NO.: RFP JRD0312**

4.5. PHYSICAL PROCESSING

- 4.5.1. The Contractor shall be able to provide full processing of the CDs (see Attachment A - D). The Contractor shall provide fully processed samples of Music CDs for review and approval within five (5) business days as requested by the City. The samples will be used by the City to determine if the Contractor's processing meets the functionality requirements of quality, performance, and characteristics as described below:
- 4.5.1.1. The Contractor shall replace the manufacturers CD jewel case with a durable long lasting protective sleeve case.
- 4.5.1.2. The Contractor shall supply and provide a high quality digitally printed artwork cover which shall include the following (see Attachment A):
- 4.5.1.2.1. White banners with the APL name/logo, positioned at bottom center of front side and bottom right half section of back side.
- 4.5.1.2.2. .75 inch X 2.0 inch Barcode labels containing the barcode number, vertically positioned on left mid-section of front side, and one horizontally positioned on the bottom left half section of back side. The Barcode labels shall include:
- A unique thirteen (13) digit barcode with check digit in thirteenth position, using CODE 39 symbology.
 - The an embedded branch library name positioned above the barcode and the **Austin Public Library** name positioned below the barcode number.
 - An image that is readable by symbol laser barcode reader with code 39 and the 3M self-check system.
- 4.5.1.2.3. A 1.5" X 1" spine label, using Arial 11 point font, and positioned at the lower quarter of the spine section. A duplicate of the embedded spine label shall be positioned at top right corner of front side of Artwork.
- 4.5.1.2.4. The artist and title information shall be located on the upper quarter of the spine section.
- 4.5.1.3. The Contractor shall supply and apply a Stingray Radio-Frequency Identification (RFID) Full Disc Overlay Circular Security Tag to the first music CD (Attachment C) and a CD hub ring with embedded library name and matching barcode number to each music CD. (Attachment B)
- 4.5.1.3.1. APL will provide the Contractor with a barcode number sequence that shall be embedded on the barcode labels, match the hub ring, and programmed on the RFID Full Disc Overlay Security Tag.
- 4.5.1.3.2. The Contractor shall enclose the music CD booklet liner notes within the case when supplied as part of music CD. (Attachment C)

4.6. SHIPPING AND DELIVERY

- 4.6.1. The Contractor shall establish separate and distinct ship-to account numbers for each library location.

**CITY OF AUSTIN
SCOPE OF WORK
ADULT & JUVENILE MUSIC CDs (ACQUISITIONS, CATALOGING, AND PROCESSING)
SOLICITATION NO.: RFP JRD0312**

- 4.6.2. The Contractor shall deliver an average of 90% (percent) of the music CDs on all purchase orders within 10 business days of receipt of the order. The Contractor shall deliver pre-release orders within five (5) business days of the release date.
- 4.6.2.1. The Contractor shall send a cancellation report to the City Contract Manager or designee for any titles that cannot be supplied, within one (1) business day after order receipt.
- 4.6.3. The Contractor shall only ship all copies of a title ordered on a purchase order. When a purchase order lists more than one title, only titles with the complete order of copies shall be shipped by the contractor.
- 4.6.4. The Contractor shall not substitute copies of a title ordered by APL.
- 4.6.5. The Contractor shall provide a purchase order report for any unfilled, delayed, open, and cancelled orders, including the number of unfilled/delayed titles and copies to the City Contract Manager or designee monthly if applicable, or as requested by the City. If this report cannot be downloadable from the Contractor's ordering system, the Contractor shall submit the reports electronically in Excel format.
- APL will review the report and notify the Contractor which open or unfilled orders to cancel. The Contractor shall provide a cancellation report to the City Contract Manager or designee upon request. If the report is not downloadable from the Contractor's ordering system, the Contractor shall submit the report electronically in Excel format.
- 4.6.6. The Contractor shall have the ability to track deliveries and shipments and provide the City with the information upon request.
- 4.6.7. The Contractor shall group orders to be shipped in the following intervals:
- 4.6.7.1. Branch locations shall receive shipments weekly.
- 4.6.7.2. The central location shall receive shipments bi-weekly.
- 4.6.8. The Contractor shall offer a pre-release program to supply the Library with new music CDs before the date the CD's are available for sale to the public.
- 4.6.9. The Contractor shall insure that all deliveries are made inside the facility to the City Contract Manager designee. The Contractor shall not leave any deliveries outside of the library locations. City personnel shall not be requested to assist in transferring material inside the facility.
- 4.6.10. The contractor shall deliver the shipments Monday through Friday during library business hours of operation.
- Library location hours may vary by location. Current library hours of operation are available through the following web link and are subject to change at any time:
<http://library.austintexas.gov/locations>.
- 4.6.11. The Contractor shall ship all partial processing or non-processed shipments delivered by carrier to Austin Public Library, Attn: ACCS NP, 635 N. Pleasant Valley Rd., Austin, Texas 78702.

**CITY OF AUSTIN
SCOPE OF WORK
ADULT & JUVENILE MUSIC CDs (ACQUISITIONS, CATALOGING, AND PROCESSING)
SOLICITATION NO.: RFP JRD0312**

4.7. RETURNS AND CUSTOMER SUPPORT

- 4.7.1. The Contractor shall guarantee all items to be new, free from defects in design, materials and workmanship, and to be fit and sufficient for their intended purpose.
- 4.7.2. Items damaged in shipment, incorrect items, or defective items shall be returned to the Contractor for replacement or credit at no expense to the Austin Public Library. APL prefers no-charge replacement to receive credit. In the event that no correct or perfect replacement exists; a credit memo shall be issued to APL within 25 business days.
- 4.7.3. The Contractor shall assign one or more Contract Manager(s) that is responsible for providing customer service, support, and technical issue assistance to APL.
- 4.7.4. The Contractor shall provide APL the ability to create returns, and report shortages online, by email, and telephone.
- 4.7.5. The Contractor shall provide an option of a minimum of two day on-site assistance prior to the beginning of the Contract period, at the APL, at the Contractor's expense. This visit shall include spending time with APL Technical Services staff to discuss and train selection, ordering, cataloging and processing.

5. CITIES RESPONSIBILITIES

- 5.1. The City will assign a Contract number for the Contractor to reference. Releases will be made throughout the term of the Contract in the form of a Purchase Order.
- 5.2. The City will provide the Contractor with a list of authorized contacts to order for each APL location.

6. DELIVERABLES/MILESTONES

Deliverables/Milestones	Description	Timeline (due/completion date, reference date, or frequency)	Performance Measure/ Acceptance Criteria	Contract Reference/ Section
Electronic Data Collection Portal	Setup and establish and online order system to accept orders	Within 30 Calendar upon the request by the City Contract Manager	Connection established between Contractor and the City	4.1.3.
Order System	Establish an order system	Within 30 Calendar upon the request by the City Contract Manager	Order system navigable	4.3.2.
Music CD's and Records	Deliver music CD's and Biographical information	Within five (5) business days	Goods Delivered	4.5, 4.6
Purchase Order Reports	Report for any unfilled, delayed, open, and cancelled orders	Monthly	Report Received	4.6

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?		
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S): Not applicable to Midwest Tape, LLC

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S): Not applicable to Midwest Tape, LLC

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

Section 0700: Reference SheetResponding Company Name Midwest Tape, LLC

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 5 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

1. Company's Name Dallas Public Library
Name and Title of Contact Andrew Wright, Administrator Technical Services
Project Name Library Materials - BTZ 1429
Present Address 1515 Young Street
City, State, Zip Code Dallas, TX 75201
Telephone Number (214) 671-9269 Fax Number ()
Email Address andrew.wright1@dallascityhall.com

2. Company's Name San Antonio Public Library
Name and Title of Contact Kathryn Sturtz, Technical Services Coordinator
Project Name Annual Contract for Media - 6100000444
Present Address 60 Soledad Street
City, State, Zip Code San Antonio, TX 78205
Telephone Number (210) 207-2628 Fax Number ()
Email Address kathryn.sturtz@sanantonio.gov

3. Company's Name Houston Public Library
Name and Title of Contact Marianne Lorio, Librarian III, Collection Development
Project Name Contract Number 4600007981
Present Address 500 McKinney
City, State, Zip Code Houston, TX 77002
Telephone Number (832) 393-1514 Fax Number ()
Email Address marianne.lorio@houstontx.gov

Section 0700: Reference SheetResponding Company Name Midwest Tape, LLC

4. Company's Name Phoenix Public Library
Name and Title of Contact Hana Kapic, Head of Bibliographic Services
Project Name Library Materials 2013-2018
Present Address 1221 North Central Avenue
City, State, Zip Code Phoenix, AZ 85004
Telephone Number (602) 495-5403 Fax Number ()
Email Address hana.kapic@phoenix.gov

5. Company's Name Los Angeles Public Library
Name and Title of Contact Peggy Murphy, Adult Collections Manager
Project Name Library Materials Contrac 44-008
Present Address 630 West Fifth Street
City, State, Zip Code Los Angeles, CA 90071
Telephone Number (213) 228-7191 Fax Number ()
Email Address pmurphy@lapl.org

**City of Austin, Texas
Section 0800
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION**

**City of Austin, Texas
Human Rights Commission**

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B)
- (1) Not to engage in any discriminatory employment practice defined in this chapter.
 - (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
 - (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
 - (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
 - (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
 - (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
 - (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

**City of Austin
Minimum Standard Non-Discrimination in Employment Policy:**

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion,

recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

City of Austin, Texas
Section 0805
NON-SUSPENSION OR DEBARMENT CERTIFICATION

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

**CITY OF AUSTIN, TEXAS
SECTION 0810
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION**

The term “**Offeror**”, as used in this document, includes the individual or business entity submitting the Offer. For the purpose of this Affidavit, an Offeror includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and any person or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

1. **Anti-Collusion Statement.** The Offeror has not in any way directly or indirectly:

- a. colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
- b. paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.

2. **Preparation of Solicitation and Contract Documents.** The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Offerors, so as to have an unfair advantage over other Offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

3. **Participation in Decision Making Process.** The Offeror has not participated in the evaluation of Offers or other decision making process for this Solicitation, and, if Offeror is awarded a Contract no individual, agent, representative, consultant, subcontractor, or sub-consultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

4. **Present Knowledge.** Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other Offerors or would prevent Offeror from advancing the best interests of the City in the course of the performance of the Contract.

5. **City Code.** As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Offeror is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.

6. **Chapter 176 Conflict of Interest Disclosure.** In accordance with Chapter 176 of the Texas Local Government Code, the Offeror:

- a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income;

- b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than \$100 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that City is considering doing business with the Offeror. and
 - c. does not have a family relationship with a local government officer of the City in the third degree of consanguinity or the second degree of affinity.
7. As required by Chapter 176 of the Texas Local Government Code, Offeror must file a Conflict of Interest Questionnaire with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7th) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk:

<http://www.austintexas.gov/departments/conflict-interest-questionnaire>

There are statutory penalties for failure to comply with Chapter 176.

If the Offeror cannot affirmatively swear and subscribe to the forgoing statements, the Offeror shall provide a detailed written explanation with any solicitation responses on separate pages to be annexed hereto.

8. **Anti-Lobbying Ordinance.** As set forth in the Solicitation Instructions, Section 0200, paragraph 7N, between the date that the Solicitation was issued and the date of full execution of the Contract, Offeror has not made and will not make a representation to a City official or to a City employee, other than the Authorized Contact Person for the Solicitation, except as permitted by the Ordinance.

Section 0835: Non-Resident Bidder Provisions

Company Name Midwest Tape, LLC

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: Non-resident Bidder

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: No Which State: Ohio

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: _____

Section 0900: Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Form

SOLICITATION NUMBER: RFP JRD0312

PROJECT NAME: ACQUISITIONS, CATALOGING, AND PROCESSING OF MUSIC CDs

The City of Austin has determined that no goals are appropriate for this project. Even though goals were not assigned for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract, using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract? No subcontractors

No _____ are used by Midwest Tape, LLC
If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope

Yes _____
If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, sub-consultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though goals were not assigned, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.

Midwest Tape, LLC

Company Name

Jeff Jankowski

Name and Title of Authorized Representative (Print or Type)



Signature

May 5, 2016

Date

Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Utilization Plan
(Please duplicate as needed)

SOLICITATION NUMBER: RFP JRD0312

PROJECT NAME: ACQUISITIONS, CATALOGING, AND PROCESSING OF MUSIC CDs

PRIME CONTRACTOR / CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant	Midwest Tape, LLC		
Address	6950 Hall Street		
City, State Zip	Holland, Ohio 43528		
Phone Number	800-875-2785	Fax Number	800-444-6645
Name of Contact Person	Jeff Jankowski, Vice President		
Is Company City certified?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>		

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

Jeff Jankowski, Vice President

Name and Title of Authorized Representative (Print or Type)



Signature

May 5, 2016

Date

Provide a list of all proposed subcontractors / sub-consultants / suppliers that will be used in the performance of this Contract. Attach Good Faith Effort documentation if non MBE/WBE firms will be used.

Sub-Contractor / Sub-Consultant	Not utilized by Midwest Tape, LLC		
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethics / Gender Code: <input type="checkbox"/> Non-Certified		
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	\$		
List commodity codes & description of services			

Sub-Contractor / Sub-Consultant	Not utilized by Midwest Tape, LLC		
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethics / Gender Code: <input type="checkbox"/> Non-Certified		
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	\$		
List commodity codes & description of services			

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.

Reviewing Counselor _____ Date _____ Director/Deputy Director _____ Date _____

CITY OF AUSTIN, TEXAS
PURCHASE SPECIFICATIONS FOR
AUSTIN PUBLIC LIBRARY

RFP 8500 JRD0312 – Acquisition, Cataloging, and Processing Music CDs
As responded by Midwest Tape, LLC

1. **PURPOSE**

The City of Austin (City), seeks proposals to establish a contract with a qualified Vendor (Contractor) to supply the Austin Public Library (APL) with adult and juvenile music CDs in English, Spanish, and other languages. The CDs shall be fully cataloged, able to be added to the inventory (holdings) records, processed to be “shelf ready” in accordance with the APL’s requirements, and drop shipped to different APL locations. The City reserves the right to add or remove locations as needed.

Midwest Tape is the librarian’s number one choice for audiovisual materials. Our Customer-First approach to business is our key strength. By listening to our customers, streamlining workflows of librarians and providing excellent customer service along with providing a variety of audiovisual products including Music CDs.

We are so very pleased to have an opportunity to supply Music on Compact Disc providing acquisitions, processing, cataloging, inventory (holdings) records and drop-ship services to Austin Public Library (APL) if so chosen. We believe we can meet, and in many cases exceed, the requirements contained in your Request for Proposal (RFP).

The following are a few key aspects of our service that have enabled us to become the largest supplier of audiovisual products to Public Libraries throughout the United States & Canada:

- *Full integrated services with the Austin Public’s SirsiDynix Symphony system for electronic ordering and invoicing.*
- *Our free website is considered to be the “friendliest” when it comes to Music CD product lookup. Browsing our site is efficient and intuitive. Lists can be sorted, filtered and easily moved to a cart.*
- *Our telephones are answered by ‘live’ Customer Service staff that are cross-trained to assist the library with any questions you may have. One call usually satisfies your need.*
- *We only have one facility with all customer support under one roof.*
- *New release Music CDs are supplied on or near street date.*
- *We offer drop-shipping options.*

The following pages lay out our proposal for the Austin Public Library’s (APL) RFP for the Acquisition, Cataloging, and Processing of Music CDs; articulating our knowledge, capabilities, and enthusiasm to maintain and advance our relationship with your library system for many years to come.

Attachment A

2. **BACKGROUND**

The City's libraries consists of a Central Library, 20 branch libraries, and the Austin History Center. A new Central Library is under construction and is planned to open in 2016. APL uses the SirsiDynix Symphony, Integrated Library System (ILS) for acquisitions, cataloging, circulation, and for the online public-access catalog. Upgrades to the ILS may occur as needed throughout the duration of this contract.

Midwest Tape offers a complete opening day collection service to public libraries. This service can be a complete turnkey service including everything from list development to the delivery of shelf-ready product for any new branch or expansion of existing branch library. Special collection development services are available at no charge to Austin Public Library.

One of our most valued services would be our partnership with all major Integrated Library Systems (ILS), including Sirsi Dynix Symphony to streamline the creation of order records by adding 9xx tags to Midwest Tape downloadable free vendor records. 9xx ordering saves your library staff time as orders would not have to be hand-keyed into the ILS acquisitions module. Currently APL is set up for EDI ordering and invoicing and are currently downloading our order records from our website for their DVD and Blu-Ray purchasing and it can easily and seamlessly be adopted for their purchase of Music.

Midwest Tape can populate your vendor records to show such information as specific funds, locations and collection codes. There is no charge for the programming of these tags or the downloading of vendor records along with any technical support or customization that your library requires. Your library's current 9xx set up includes a 947 tag containing f=fund, h=holding code, p=price and q=quantity along with a 946 tag containing the Midwest Tape stock number. All set up and support services are provided free of charge. Please see Attachment B for our Sirsi Dynix Symphony integration services.

3. **CONTRACTOR QUALIFICATIONS**

3.1 Companies who have the ability, experience, organization, technical qualifications, stock, and facilities for handling the anticipated contract volume, type of materials specified, and who can provide standard services commonly related to wholesale music CD trade in English, Spanish and other languages, are invited to submit bids.

Midwest Tape has been serving Public Libraries for over 27 years. Listening to the needs of our library customers we have developed product lines and services that meet the ever-changing needs of our customers. Working with over 3,000 music labels, our inventory contains over 100,000 unique Music CD and approximately 250,000 units in inventory at any given time of English, Spanish and other languages. Our Marketing Department works on a daily basis acquiring new vendors to expand our ever-growing collection.

Attachment A

Just as APL looks to their patrons to help develop their Music Collection ,through your website, we too, ask for input from our libraries to help grow our collection of titles by creating a simplistic method of providing our marketing staff with suggestions. Through a link on our website, the user can simply 'click' TITLE REQUEST from our homepage:



This link allows your staff to simply provide basic information about a title and we do the research. Our Marketing staff will correspond with your staff as to their progress and when the item as been added to our database.

- 3.2 The Contractor shall be a regular wholesale business for a period of five (5) years or more, and shall carry a stock of music CDs in English, Spanish, and other languages to meet the needs of a public library system in a diverse urban setting.**

Midwest Tape has provided outstanding customer service and audio visual products to Public Libraries for nearly 27 years. Midwest Tape has provided outstanding customer service and audio visual product to Public Libraries for nearly 27 years. In 2015 over 35,000 unique titles were sold by Midwest Tape with a total volume of 242,142 unprocessed product shipped and 700,174 processed music CDs shipped to our customers. Music CD's made up 74% of our shipped audiovisual materials.

- 3.3. The Contractor shall currently be supplying music CDs on contractual basis with a minimum of five (5) public libraries serving communities with populations of 250,000 or more. Customer references shall be submitted as required in Section 0700 of the solicitation.**

We work with nearly 10,000 public libraries throughout the United States and Canada. Dallas Public Library, Houston Public Library, San Antonio Public Library, County of Los Angeles Public Library, New York Public, Brooklyn Public, Queens Borough Public, Toronto Public Library, Seattle Public Library, King County Library, Las Vegas-Clark County Library, Cleveland Public Library and many other large, multi-branched libraries. These libraries can attest to the depth of collection for Music offered by Midwest Tape

Attachment A

along with the satisfaction of our value-added services such as customized standing order plans, processing, cataloging and ILS Integration. All reference information has been provided in the RFP's Reference Sheet.

- 3.4. The Contractor shall be in the business of supplying libraries with CD's, collection development, cataloging, processing, drop shipping, and other related services for a minimum of three (3) consecutive years within the last five (5) years.**

Midwest Tape is Limited Liability Company that was incorporated in 2004 in the state of Ohio and has been providing audiovisual materials to libraries since 1989. From the outset, our company's industry-leading customer service structure, revolutionary innovations, and advanced technologies have been built based entirely on what libraries have been telling us they require; as a result, Midwest Tape has been extremely successful in implementing dramatic new web-based selections, ordering and reporting services, and expanding the material categories it offers its ever-growing customer base; further, library feedback will always remain the primary focus behind all company innovation going forward into the future.

The management staff built their cumulative expertise in the audiovisual industry by providing movies rentals to the public through successfully managed video stores in the 80s and 90s, a success which allowed Midwest Tape to forge a significant and very popular audiovisual distribution offering to public libraries across the North America. As the industry has evolved, so has the company, again primarily because the management of Midwest Tape listens to the librarians the company serves and – as a result – has been and will be able to develop uniquely-valuable technologies and continually improve on the industry-leading services which are offered by the company.

A single warehouse located in Holland, Ohio provides our libraries with all audiovisual materials and are shipped to Austin Public Library from this single location taking approximately 3 business days through our Fed Ex carrier. Our 140,000 square foot, climate controlled, full insured, facility houses our vast inventory, all management and administrative staff; Customer service support team, information technology programmers; digital processing service center, cataloging support staff; marketing and data entry staff. Midwest Tape employs 330 full-time employees serving the needs of public libraries throughout North America.

4. CONTRACTOR RESPONSIBILITIES

4.1. Ordering System

- 4.1.2. The Contractor shall accept orders from APL in the following transmission formats:**

4.1.2.1. Electronic Data Interchange (EDI); Extended BISAC (Book Industry Standards Advisory Committee), enhanced EDI and/or X12 formatted order file sent from APL's ILS

Midwest Tape is fully compatible with SIRSI (Symphony Acquisition Modules). We provide our EDI customers access to the Midwest Tape FTP server to facilitate the exchange of EDI X12 orders, acknowledgements and invoices. Our system can receive extended BISAC, enhanced EDI and/or X12 orders with the ability to build orders with quantity, library, location and item type. Please see Attachment B for full explanation of our Symphony integration capabilities.

*Midwest tape can gather information and do the necessary programming to create 9xx order record tags to be attached to **free** vendor records downloaded from the Midwest Tape website. Midwest will obtain a list of funds, locations and holding codes and other necessary information to fill out the grid on the Midwest Tape web site.*

Your library's current 9xx set up includes a 947 tag containing f=fund, h=holding code, p=price and q=quantity along with a 946 tag containing the Midwest Tape stock number. These fields can be adjusted to the library's preferences. Tags and subfields can be added, modified, or removed at the library's request.

The set-up and support of these electronic ordering/invoicing services are provided to the library free of charge.

4.1.2.2. Contractor's online system

The Midwest Tape website (www.midwesttape.com) is available 24 hours a day, 7 days a week and has been praised as the most user-friendly in the industry. Your library users can be unlimited and various levels of access can be provided at no cost. Each user is provided a unique username and password combination as our site is for use by libraries only.

4.1.2.3. By fax

Midwest Tape's fax number is 800-444-6645.

4.1.2.4. By phone

Our Customer-First philosophy starts with the fact that the library's phone calls are always answered live by one of our five Customer Service Representatives, each of whom are crossed-trained in several areas of the company. Our objective is to answer each question with a single phone call. We do not have voice mail or extension numbers. We can accept phone orders Monday – Friday, 8:30 a.m. – 6:00 p.m. E.S.T. and can be contacted at 800-875-2785.

4.1.2.5. By e-mail

Orders are accepted by email through our email address of info@midwesttapes.com.


4.1.3. The Contractor shall have an order system that is capable of the following:

4.1.3.1. The Contractor's order system shall allow APL Library staff to enter orders electronically and to have full order inquiring and tracking capabilities.

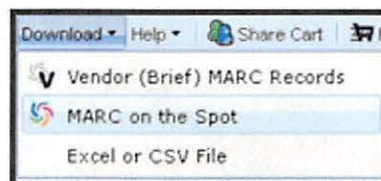
Midwest Tape works with all of the major ILS systems and we are happy to say that Austin Public Library has been working with Midwest Tape for these services and is already programmed within our system to utilize electronic ordering and invoicing services. We have customized the necessary workflows for the Library to make ordering via their ILS as easy as possible.

On our website, your library is provided real-time access to order inquiries and tracking of orders (revealing if the product is on order, in processing or shipped.)

4.1.3.2. The Contractor's order system shall have the ability for 9XX order structure containing fund, holding code, price and quantity.

Midwest Tape has partnered with OCLC to deliver full OCLC MARC records directly from our web site. If a full record is not available for a product, we can provide our vendor MARC record now and deliver a full OCLC MARC record later when it becomes available. All titles that have a full record available are identified by the  symbol.

The option to download this information is found right from the cart view and available as a .mrc file



*Midwest Tape works with all major Integrated Library Systems (ILS) to streamline the creation of order records by adding 9xx tags (currently for APL 970 tag) to Midwest Tape's **free** downloadable vendor records. There is no charge for the programming of these tags or the downloading of vendor records.*

9xx ordering saves your library time. We can populate your vendor records to show such information as specified funds, locations, and

collection codes. Your staff won't have to enter any of this information manually.

4.1.3.3. The Contractor's order system shall have the ability to download brief Machine Readable Cataloging (MARC) records with 9XX orders.

4.1.3.3.1. Brief MARC records shall contain author, title, publisher, publisher number, and unique match point number.

4.1.3.3.2. Match point number shall be limited to one of the following:

- ☐ **024 field containing twelve (12) digit Universal Product Code (UPC)**
- ☐ **001 or 035 field containing Online Computer Library Center (OCLC) control number**
- ☐ **020 field containing thirteen (13) digit publisher assigned International Standard Book Number (ISBN)**

Using our free vendor records for the items in your carts eliminates hand-creating orders in your library's Symphony ILS system. Using information your library provides, we will program the additional order record tags attached to your downloaded vendor records. These order record tags vary by ILS, but the tag itself is usually found in the 900s. This 9xx tag will carry whatever fund (budget), location, collection code, pricing information, and note fields you need. Additionally, the list price of the title can be placed within our vendor records which are located usually with the 020 tag or can be customized within any other tag required by the library. When product ships, the library is sent a MARC file with 949 tags with barcodes to create the item records in Symphony.

EDI ordering - Midwest Tape provides our EDI customers access to the Midwest Tape FTP server to facilitate the exchange of EDI X12 orders, acknowledgments, and invoices. Using Symphony software, the library uploads orders to the FTP site. Midwest Tape retrieves these orders from the 'In' folder on the FTP site, at which time they are automatically imported to the Midwest Tape system. All programming, use of, and technical support for the included electronic services is completely free of charge. We welcome any opportunity to guide your staff through this process.

4.1.3.3.3. Contractor's online system shall have the ability to designate or remove Field/Tags included in brief MARC records used to create orders.

Midwest Tape can populate your vendor records to show such information as specific funds, locations and collection codes. There is no charge for the programming of these tags or the downloading of vendor records along with any technical support or customization that your library requires. Your library's current 9xx set up includes a 947 tag containing f=fund, h=holding code, p=price and q=quantity along with a 946 tag containing the Midwest Tape stock number. Contained with our response package, outlines our compatibility with your library's ILS system. All set up and support services are provided free of charge.

949 Tag linking services can be provided for both new and updated bibliographic records which will be constructed to allow item creation from this field when processed by the Library's automated system.

4.1.3.4. The Contractor's online system shall provide monthly statements for outstanding transactions for each Library account and status reports on cancellations, unfilled, and delayed orders. If the report is not downloadable, the City shall require reports to be submitted electronically in Excel format to APL upon request.

Cancellation and Open Orders Reports (backorder status) are available on our website located on the homepage and are updated continually throughout the business day:



The Cancellation Report tool allows the user to choose the method of sorting and results return that best fits their needs.

Cancellation Report

Include products cancelled in the last days

Sort by then

☐ Group products by branch

Return the results in format

Attachment A

Results in PDF format:

P.O. Box 820
Holland, Ohio 43528
PHONE: 800-875-2785
FAX: 800-444-6645

CANCELLATION NOTICE

Customer: AUSTIN PUBLIC LIBRARY (all accounts)

Date: Wed May 04 18:42:16 UTC 2016

Date range: 03/05/2016 - 05/04/2016

CANCELLATION NOTICE

Page 1 of 1

PRODUCT ID	STOCK NUMBER	TITLE	QTY	PRICE	EXT PRICE	MEDIA	PO	STATUS	CANCEL
11358812	11358812	BATMAN UNLIMITED - MONSTER MAYHEM	1	18.74	18.74	Blu-ray	2016-PO-28031 CIP	Customer Request	03/07/2016
11462393	11462393	BRIDGE OF SPIES	9	29.99	269.91	Blu-ray	2016-PO-27984	Customer Request	03/08/2016
10120444	WART3606D	DOMINION: PREQUEL TO THE EXORCIST	1	10.49	10.49	DVD	2016-PO-27685 CIP	Out of Print	03/16/2016
10120444	WART3606D	DOMINION: PREQUEL TO THE EXORCIST	3	10.49	31.47	DVD	2016-PO-27679	Out of Print	03/16/2016
10100140	WART4674D	EXORCIST - THE BEGINNING	1	10.49	10.49	DVD	2016-PO-27642 CIP	Out of Print	03/16/2016
10100140	WART4674D	EXORCIST - THE BEGINNING	1	10.49	10.49	DVD	2016-PO-27643	Out of Print	03/16/2016
10499461	BF531077D	SCOTLAND EXPLORED WEIR'S WAY SET 1	1	20.99	20.99	DVD	2016-PO-27687 CIP	Out of Print	04/20/2016
10453786	ADM002444D	SILVER DREAM RACER	1	13.99	13.99	DVD	PO-27218	Out of Print	04/21/2016
11020912	11020912	VEGGIE TALES MERRY LARRY & THE TRUE LIGHT OF CHRISTMAS	1	10.49	10.49	DVD	2016-PO-28307 CIP	Out of Print	04/08/2016
11020912	11020912	VEGGIE TALES MERRY LARRY & THE TRUE LIGHT OF CHRISTMAS	1	10.49	10.49	DVD	2016-PO-27995 CIP	Out of Print	04/08/2016

Results in Excel file format:

CANCELLATION NOTICE										
PRODUCT ID	STOCK NUMBER	TITLE	QTY	PRICE	EXT PRICE	MEDIA	PO	LINE ITEM #	STATUS	CANCEL
11358812	11358812	BATMAN UNLIMITED - MONSTER MAYHEM	1	\$18.74	\$18.74	Blu-ray	2016-PO-28031 CIP	1	Customer Request	03/07/2016
11462393	11462393	BRIDGE OF SPIES	9	\$29.99	\$269.91	Blu-ray	2016-PO-27984	1	Customer Request	03/08/2016
10120444	WART3606D	DOMINION: PREQUEL TO THE EXORCIST	1	\$10.49	\$10.49	DVD	2016-PO-27685 CIP	6	Out of Print	03/16/2016
10120444	WART3606D	DOMINION: PREQUEL TO THE EXORCIST	3	\$10.49	\$31.47	DVD	2016-PO-27679	10	Out of Print	03/16/2016
10100140	WART4674D	EXORCIST - THE BEGINNING	1	\$10.49	\$10.49	DVD	2016-PO-27642 CIP	12	Out of Print	03/16/2016
10100140	WART4674D	EXORCIST - THE BEGINNING	1	\$10.49	\$10.49	DVD	2016-PO-27643	18	Out of Print	03/16/2016
10499461	BF531077D	SCOTLAND EXPLORED WEIR'S WAY SET 1	1	\$20.99	\$20.99	DVD	2016-PO-27687 CIP	5	Out of Print	04/20/2016
10453786	ADM002444D	SILVER DREAM RACER	1	\$13.99	\$13.99	DVD	PO-27218		Out of Print	04/21/2016
11020912	11020912	VEGGIE TALES MERRY LARRY & THE TRUE LIGHT OF CHRISTMAS	1	\$10.49	\$10.49	DVD	2016-PO-28307 CIP	65	Out of Print	04/08/2016
11020912	11020912	VEGGIE TALES MERRY LARRY & THE TRUE LIGHT OF CHRISTMAS	1	\$10.49	\$10.49	DVD	2016-PO-27995 CIP	10	Out of Print	04/08/2016

The above items have been CANCELLED from your account because:
(1) out of print (2) never released (3) we do not carry this item (4) not enough information

A sample of this report has been provided as Attachment C.

The Open Orders Report can be achieved using the same Homepage Reporting tool allowing the user to choose the method of sorting and results return that best fits their needs:

Open Orders Report

For **ALL BRANCHES - NEW**

Sort by **Title** then **Title**

☐ Group products by branch

Return the results in **PDF** format

Attachment A

Results in PDF format:

P.O. Box 820
Holland, Ohio 43528
PHONE: 800-875-2785
FAX: 800-444-6645

OPEN ORDERS REPORT

Account: 2000008696 (787012N) - ALL BRANCHES - NEW
Date: Wed May 04 18:55:44 UTC 2016

OPEN ORDERS REPORT

Page 1 of 29

PRODUCT ID	STOCK NUMBER	TITLE	QTY	PRICE	EXT PRICE	MEDIA	PO	STREET	ACCOUNT	ORDERED
11400548	11400548	14TH COLONY, THE	2	39.99	79.98	Audiobook CD	2016-PO-28414 GF AUDN ORDER		2000008696 (787012N) - ALL BRANCHES - NEW	04/19/2016
11430205	11430205	15TH AFFAIR	2	34.99	69.98	Audiobook CD	2016-PO-28414 GF AUDN ORDER		2000008696 (787012N) - ALL BRANCHES - NEW	04/19/2016
11532005	11532005	3 STILL STANDING	2	17.49	34.98	DVD	2016-PO-28010	ON ORDER	2000008696 (787012N) - ALL BRANCHES - NEW	02/04/2016
11404911	11404911	3 TRUTHS AND A LIE	1	24.99	24.99	Audiobook CD	2016-PO-28436 GF AUDN ORDER		2000008696 (787012N) - ALL BRANCHES - NEW	04/22/2016

Results in excel file format:

OPEN ORDERS REPORT										
PRODUCT ID	STOCK NUMBER	TITLE	QTY	PRICE	EXT PRICE	MEDIA	PO	LINE ITEM #	STREET	ACCOUNT
11400548	11400548	14TH COLONY, THE	2	39.99	79.98	Audiobook CD	2016-PO-28414 GF AUD	3	ON ORDER	2000008696 (787012N)
11430205	11430205	15TH AFFAIR	2	34.99	69.98	Audiobook CD	2016-PO-28414 GF AUD	4	ON ORDER	2000008696 (787012N)
11532005	11532005	3 STILL STANDING	2	17.49	34.98	DVD	2016-PO-28010	2	ON ORDER	2000008696 (787012N)
11404911	11404911	3 TRUTHS AND A LIE	1	24.99	24.99	Audiobook CD	2016-PO-28436 GF AUD	14	ON ORDER	2000008696 (787012N)
11437134	11437134	99 BOXES	1	518.99	518.99	DVD	2016-PO-28471 GF DVD	11	ON ORDER	2000008696 (787012N)
11405953	11405953	ADVENTURE TIME: STAKES	1	510.49	510.49	DVD	2016-PO-28464 GF DVD	6	ON ORDER	2000008696 (787012N)

A sample of this report has been provided as Attachment D.

These reports are available at anytime from the website and are easily sorted in a number of ways to best suit the library's need.

Additional reports are available at any time from your library-assigned customer support representative, Ashley Swick. She can provide your library with summaries of expenditures for a specified timeframe including processing and cataloging charges. This is often utilized by our customers as they near the end of their fiscal years to ensure accuracy of expenditures.

4.2. FLEXIBILITY IN MEETING SPECIAL CIRCUMSTANCE AND NEEDS

4.2.1. The Contractor shall have the ability to meet special request or adapt to changing needs that may occur during the term of the Contract.

Midwest Tape has been listening to our customers, streamlining the workflows for libraries, and providing outstanding customer service for nearly 27 years. Midwest Tape has worked closely with Austin Public Library to make ordering as easy as possible and to accommodate any changing needs of the library during the course of the contract.

Attachment A

- 4.2.2. "Blanket" or "Approval" purchase plans and open day collections may also be, purchased under this agreement.**

Midwest Tape understands the requirements set forth in section 4.2.2 in terms of "Blanket" or "Approval" purchase plans and can provide opening day collection services, should the need arise.

- 4.2.3. The Contractor shall provide access to ongoing support for online services, notification of new software releases or upgrades are available, and a toll free number and email for technical support.**

When updates to our website are made, they are released at off-peak hours (most times, during the middle of the night) so as to lessen any impact it may have on our customer's usage. Our Customer Service team can provide the support necessary for technical support for any website upgrade question that may arise. They can be contacted at 800-875-2785.

- 4.2.4. The Contractor shall have a database that offers multiple levels of access based on user profile settings.**

Midwest Tape's website, www.midwesttapes.com, provides for free, unlimited logins for APL selectors and other designated staff. Currently APL has six website Administrators, nine Buyer level access personnel and thirty-eight Shopper level access personnel that utilize our website. Our website has been praised as being the industry leader for product searching, cart development, ease of ordering and much more. Our website was designed with the input of libraries to assist in providing a variety of work-flow solutions. There is no charge for any level of access on our website.

- 4.2.5. The Contractor's online database shall have the ability to interact with APL's ILS, accommodating any process changes due to APL software upgrades or policy changes.**

We work with all major ILS systems and can transition to any level of upgrade your current ILS may implement and can also transition with the library to any other ILS platform. Support is provided free charge from our staff.

4.3. SELECTION TOOL SERVICES

- 4.3.1. The Contractor shall have access to selection lists and tools that complement their catalog to aid APL in material selection. The lists shall be available through the Contractor's software system and downloadable to Excel.**

Midwest Tape offers a variety of vendor assisted collection development services. We offer Customized Standing Order Plans for Music CDs designed to allow for the flexibility to support a variety of selection plans for the Library. This service delivers customized selection lists based upon various plan profiles of library collection needs. Lists are sent as website carts every two weeks enabling the library to edit and select all materials. These plans are provided at no additional charge to the library.

Attachment A

Our Customized Standing Order Plans, uploaded as carts for your users is the earliest and easiest method of advance notifications of 'hot' titles. Additionally, on our website there are several areas in which the user can view these notifications. The first would be the banner display on the homepage for Music CD titles. This rolling screen offers a view of titles that are "New CD Releases" and allow the user to add them to a cart for future release.

Music selection review sources include but are not limited to the following: Rolling Stone/Pop Music, Spin Magazine/Pop Music, Billboard Magazine/Pop Music, Paste Magazine/Rock Music, Under the Radar/Rock Music, Downbeat/Jazz and Blues, XXL Magazine/Hip Hop, Alternative Press/Rock Music, Country Weekly/Country Music, Vibe/Urban Music, Gramophone/Classical, BBC Music/Classical, Dirty Linen/Folk Music, Songlines/World Music, USA Today/Pop Music, New York Times/Pop Music, Entertainment Weekly, Batanga/Latin Music, Allmusic.com/All Music, Metacritic.com/All Music, NME.com/Rock Music, Pitchforkmedia.com/Rock Music, Globe and Mail.

4.3.2. The Contractor's order system shall, at a minimum, include the following features:

4.3.2.1. Multi-level access to the Contractor's order system.

Midwest Tape's website, www.midwesttapes.com, provides for free, unlimited logins for APL selectors and other designated staff. Currently APL has six website Administrators, nine Buyer level access personnel, thirty-eight Shopper level access personnel that utilize our website. Our website has been praised as being the industry leader for product searching, cart development, ease of ordering and much more. Our website was designed with the input of libraries to assist in providing a variety of work-flow solutions. There is no charge for any level of access on our website.

4.3.2.2. The ability to search by all of the following access points: Keyword, title, personal and/or corporate names, series, twelve (12) digit UPC, thirteen (13) digit publisher assigned ISBN, OCLC control number, and genre.

A key collection development feature on our website is called "Smart Browse". Through Smart Browse our website works like a contemporary web search engine, combing through the product details in our vast database of audio-visual information to help develop special collections.

*Midwest Tape's website can be searched for Music titles in a variety of options such as ISBN, title, author, subject, series, UPC, keyword, publisher, stock number, artist and reader using the innovative **Smart Browse** option on our website.*

Our Smart Search/Browse functionality offers the ability to do a more comprehensive, intuitive search that searches not only title or people but can search by category names, series, collections, studios and more. All product results are listed on one page that can

Attachment A

contain up to 2,000 titles. All data fields can be filtered for availability, release date, and product rating. You can also sort all data columns to suit your needs. Whether you are searching and browsing the site, the functionality enables easy movement of selected items into shopping carts.

Once the user enters their search criteria such format into Smart Browse , all records can be sorted by a number of methods including sku, product id, title, artist, release year, format, genre, media, volume, discs, sales rank and price.

4.3.2.3. The ability to do advance searches by all of the following access points: language, age group, and release date.

Our website can be searched in a variety of ways and can be searched by the above noted access points of language, age group and release date.

4.3.2.4. The ability to access pre-built specialty carts/lists and advance notification system for new releases and upcoming “hot” titles.

Our Customized Standing Order Plans, uploaded as carts for your users is the earliest and easiest method of advance notifications of ‘hot’ titles.

The flexibility of our CSO plans is such that the library can control the specific number of copies required for each type of plan. APL can edit CSO profiles and add new criteria at any time. We do not require minimum orders and the website carts are simply provided to your staff to suggest titles and assist in collection development. We do not automatically order these carts nor do we automatically ship these titles. Your library is in full control.

Midwest Tape has a customized standing order program for all high-demand AV product including Music. APL utilizes several of these Customized Standing Order plans for Adult Feature Films and Children’s DVD material, in addition to a variety of Music CD and Audio book CSO plans. All material will be delivered pre-street date processed and cataloged provided it is ordered two weeks prior to street date.

4.3.2.5. The ability to view title descriptions, physical information, Library of Congress (LC) subjects, and genre.

*Our website’s most advanced feature is the **Smart Cart** giving our users the option to change, update, and view and sort items from one neatly organized screen. Through the Smart Cart, the user can view a large variety of information without ever leaving the main screen. The information provided can contain narrator, audio edition (abridged or unabridged), physical description, retail price, discount price, format, ISBN, publication date, publisher, publisher number or recording number and Uniform Product Code (UPC).*

Attachment A

Through this Smart Cart, the user can view a large variety of information including text reviews, annotations, cover images and citations without ever leaving the main screen:

sku	title	qty	format	artist/author	price	street date	genre
WEM372022C	1999	2		Prince	\$11.99	Dec 18, 1984	Pop
WEM528627C	AROUND THE WORLD IN A DAY	1		Prince	\$5.99	Apr 16, 1985	Pop
11174326	ART OFFICIAL AGE	1		Prince	\$16.99	Sep 30, 2014	Pop
WEM987909C	BATMAN SOUNDTRACK	1		Prince	\$5.99	Feb 3, 2009	Soc
WEM990053C	COME (PARENTAL ADVISORY)	1		Prince	\$15.99	Sep 30, 2008	R&B
WEM360128C	CONTRIVERSY	1		Prince	\$21.99	Dec 6, 1983	Pop
WEM740821C	DIRTY MIND	1		Prince	\$21.99	Dec 11, 1984	Pop
11014468	ELECTRIC LADY, THE	1		Janelle Monae	\$11.99	Sep 10, 2013	R&B
WEM623922C	GIRL 6 ORIGINAL SOUNDTRACK (PARENTAL AD...	1		Prince	\$24.99	Mar 19, 1996	Soc
WEM749329C	GRAFFITI BRIDGE SOUNDTRACK (PARENTAL A...	1		Prince	\$15.99	Aug 21, 1990	Soc
WEM543121C	GREATEST HITS, VOL. 1	1		Prince	\$21.99	Sep 14, 1993	Pop
11435366	HITNRUN PHASE ONE	1		Prince	\$13.99	Sep 14, 2015	R&B
11611122	HITNRUN PHASE TWO	1		Prince	\$13.99	Apr 29, 2016	R&B

Quantity Instructions Detail AllMusic

CD 1999
Prince
His fifth album is a mixture of funk, rock, new wave, and soul. It contains 10 tracks, including Little Red Corvette and Delirious.
Retail Price: \$11.99 Your price: \$11.99

The Quantity Tab allows the user to select the distribution and fund of a title:

Quantity

Quantity: 2 Funds: CD's Branch Distribution: None Vendor MARC

Copy Move Delete

ASR: ALA (ROT): ANG: fiter: HOL: LIB:
MC/ya: MCC: MIC: BR5:

The Instructions Tab allows the user to provide information pertaining to the title either to notify Midwest Tape Processing staff of special instructions or instructions that will be provided on the invoices as to notify your staff of a particular patron need for a title:


Instructions

Quantity Instructions Detail AllMusic

Line Item: 1999
Spine Label:
Call Number:
Processing Notes:
Internal Notes:

Attachment A

The Detail Tab reflects all of the pertinent data such as soundtracks, title description, retail price, discounted price, stock number, oclc number, street date, publisher and more.



CD

1999 🔍 🛒

Prince
His fifth album is a mixture of funk, rock, new wave, and soul. It contains 10 tracks, including Little Red Corvette and Delirious.
Retail Price: \$11.99 **Your price: \$11.99**

Stock Number	Product ID	Media	ISBN	UPC	OCLC	Street Date
WEM372022C	10133458	CD		075992372022	25797427	Dec 18, 1984


View scanned images

See a mistake?

Publisher: Warner Bros. (their stock number is 23720)
 Recording year: 1983
 Length: 0
 Original language: ENGLISH
 Genre: Pop/Rock
 Categories: Music::Funk
 Music::R&B::Soul
 ANSLR: MR
 Primary artists: Prince

Track	Title	Duration
0	International lover	
1	1999	
2	Little red corvette	
3	Delirious	
4	Let's pretend we're married	
5	D.M.S.R.	
6	Automatic	
7	Something in the water (does not compute)	
8	Free	
9	Lady cab driver	
10	All the critics love u in new york	

A link to the All Music Guide is provided in the final tab of the Smart Cart screen:



CD


1999

Rating: ★★★★★

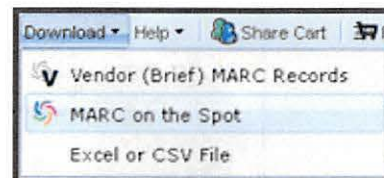
ALLMUSIC | See the full review of this title on AllMusic...

Attachment A

4.3.2.6. The ability to view MARC-formatted records from selection list.

Midwest Tape has partnered with OCLC to deliver full OCLC MARC records directly from our web site. If a full record is not available for a product, we can provide our vendor MARC record now and deliver a full OCLC MARC record later when it becomes available. All titles that have a full record available are identified by the  symbol.

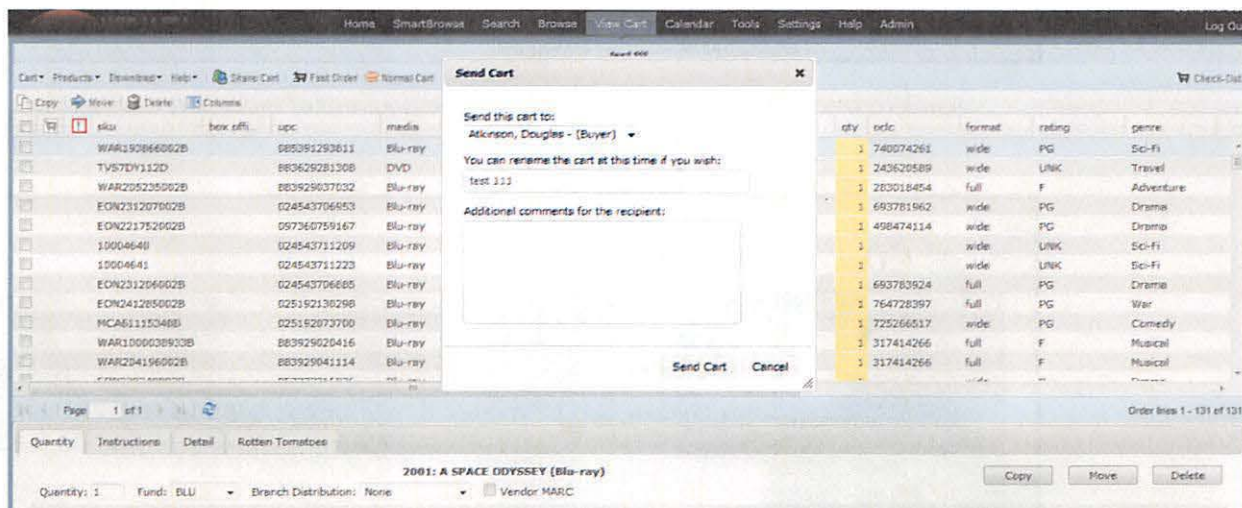
The option to download this information is found right from the cart view and available as a .mrc file



4.3.2.7. The ability to create, merge, copy, and transfer private carts/lists for access to other APL staff.

Cart Sending

In certain library systems the selections workflow is designed to permit the selector to forward the cart to a superior for review and approval, or to technical services for record uploading, or to someone with purchasing authority who is authorized to check out a cart, and so on. In such situations it is desirable for individuals to be able to simply send carts to each other. The Midwest Tape allows library personnel to do this.

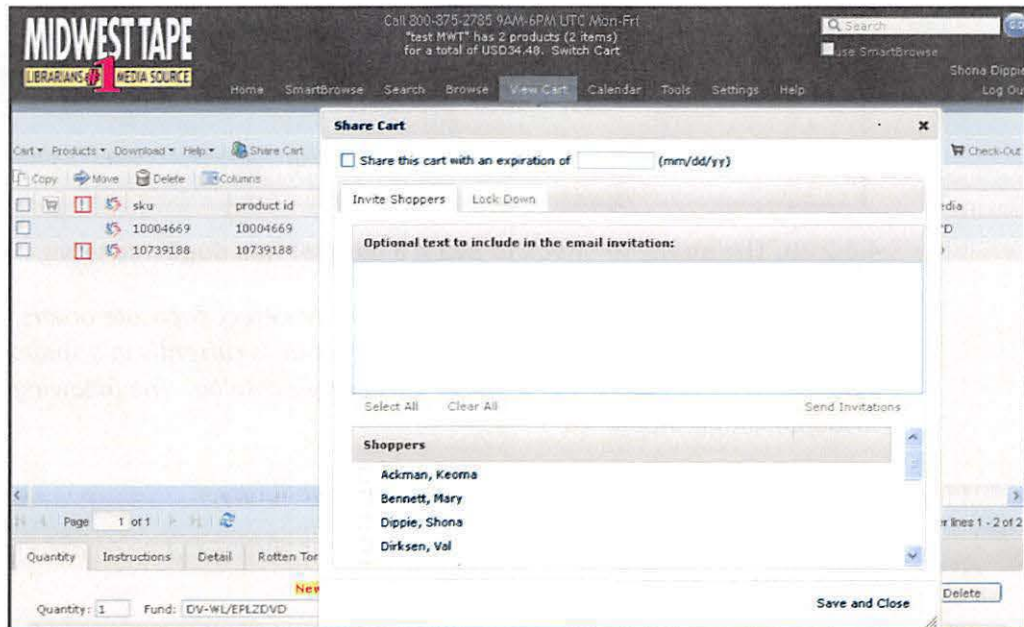


Cart Sharing

Some libraries design their selections workflows to allow a main selector or other person in a position of authority to control carts centrally, while sharing the cart with multiple selectors (say working from other branches or departments). In this scenario the creator or "owner" of the cart shares the cart with the other individuals, who receive an email notification thereof when the cart is first shared. The owner can also establish a time

Attachment A

limit (that is, get your selections in before November 30 2012, for example). Once the time limit is up, the owner of the cart simply “unshares” the cart and checks it out or sends it on to technical services or for further approval or whatever else the workflow requires.








4.3.2.8. Real-time vendor inventory information showing number of items available and on order.

The Midwest Tape website does not show real-time inventory information.

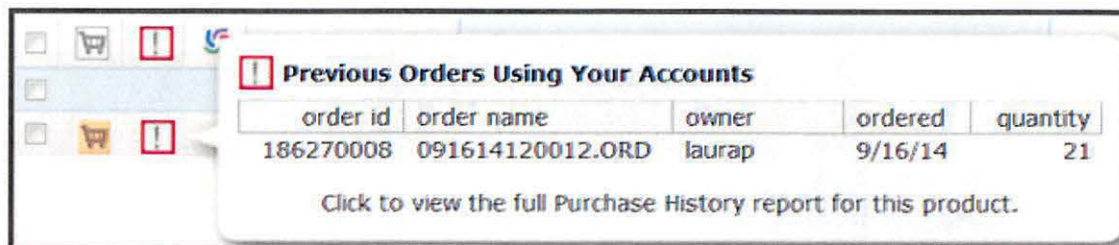
4.3.2.9. The ability to know if a title has already been added to another cart/list by APL users.

The Midwest Tape website has several options to detect duplicate orders and provide information back to the library on whether the title is currently in a shopping cart, on open order, has shipped or is a title in the library’s catalog. The following icons are used to identify duplicated titles:

-  Title has already been purchased by your library.
-  Title has already been purchased by your library, but by an account you cannot use.
-  Title is in your shopping cart.
-  Title is in someone else's cart within your library.
-  This title is in your shopping cart and someone else's cart within your library.

Attachment A

The website features a 'mouse-over' function that leads the user to even more information pertaining to that title. The user simply mouse's over the icon and a box appears letting them know when it was ordered, by whom, order name and number and how many were purchased.





order id	order name	owner	ordered	quantity
186270008	091614120012.ORD	laurap	9/16/14	21

Click to view the full Purchase History report for this product.

4.3.2.10. The ability to check to see if a cart/list has duplicate titles.

The Midwest Tape website has several options to detect duplicate orders and provide information back to the library on whether the title is currently in a shopping cart, on open order, has shipped or is a title in the library's catalog. The following icons are used to identify duplicated titles:

-  Title has already been purchased by your library.
-  Title has already been purchased by your library, but by an account you cannot use.

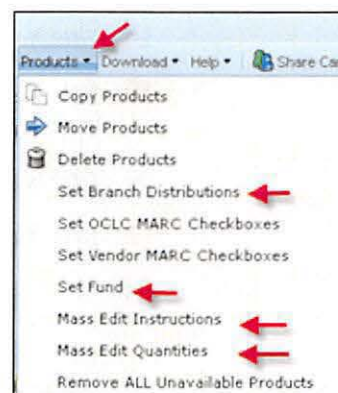
Our system does not prohibit a user to select and order a title that may have been ordered previously or is currently within another cart. Your selectors have the options of submitting orders as needed. Our icons simply provide information to assist in managing collections.

4.3.2.11. The ability to sort carts/lists by the following: title, UPC, ISBN, price, number of discs, release date, popularity/sales ranking, and record label.

Within the Smart Cart feature on our website the user can sort the various titles by all of the above noted requirements.

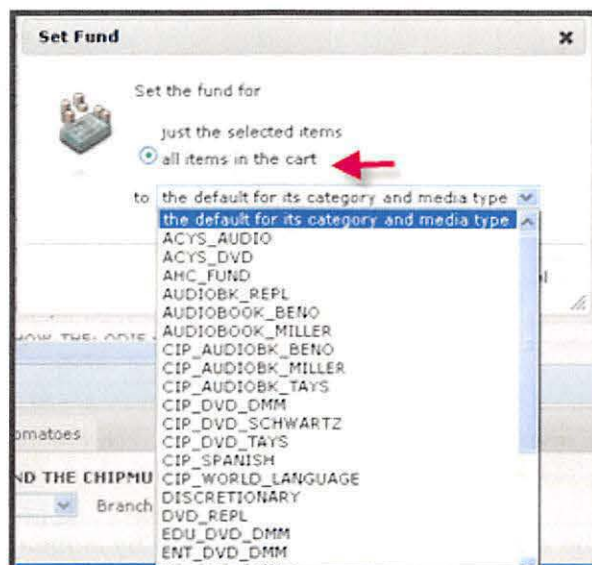
4.3.2.12. The ability to create and save templates with multiple holding and funds codes used in creating 9XX orders.

Once the selector/user has created a shopping cart in Smart Cart, global options of adding/changing of funds, locations, quantities and local notes can be added for the entire cart in a few easy clicks.



Attachment A

In this example we are choosing to change the fund codes for the entire cart:



Please note that the user can also choose to select specific titles within the cart and only change the fund codes for those particular titles.

4.3.2.13. The ability to copy, transfer/move titles with applied templates to other carts/lists and maintain applied template.

Cart sharing option provides the ability to share the cart as designed by the originator that may include applied templates of branch and fund codes.

4.3.2.14. The ability to globally add or change funds, locations, quantities and local notes for all items in a cart/list.

Carts can have global changes made for several areas including funds, locations, quantities, but not local notes.

4.3.2.15. The ability to see real time discounted total price of carts/lists and individual items within carts/lists.

All titles viewed and/or selected by your staff will have their discounted prices reflected.

4.3.3. Contractor's software system preferred features:

4.3.3.1. The ability to generate a report of expenditures on a single cart/list by fund and location.

Attachment A

The shopping carts created by your staff will have a summary of expenditures by branch and fund.


		subtotal:	48	\$1,820.52	\$168.00	\$1,988.52
		shipping:				\$0.00
		TOTAL:				\$1,988.52
Branch Summary						
		FAULK CENTRAL LIBRARY (ACE):	48	\$1,820.52	\$168.00	\$1,988.52
		total for all branches:	48	\$1,820.52	\$168.00	\$1,988.52
		total not assigned to a branch:	0	\$0.00	\$0.00	\$0.00
		total for your branches:	48	\$1,820.52	\$168.00	\$1,988.52
Fund Summary						
		CIP_AUDIOBK_FIC_CDFJC/Adult AB Fiction (CIP- CDFJC):	48	\$1,820.52	\$168.00	\$1,988.52
		total for all funds:	48	\$1,820.52	\$168.00	\$1,988.52
		total not assigned to a fund:	0	\$0.00	\$0.00	\$0.00
Branch Fund Summary						
		FAULK CENTRAL LIBRARY (ACE)				
		CIP- CDFJC:	48			\$1,988.52
		total for all branches' funds:	48			\$1,988.52
		total not assigned to a branch:	0			\$0.00
		total for your branches' funds:	48			\$1,988.52

4.3.3.2. The ability to do advanced searches by language of original release, language of primary soundtrack, publisher number, Award nominations and winners, and rating system.

There are various areas on our website that can provide a collection and/or searching capabilities for your users by publisher number, artist, award nominations, winners and ratings.

4.3.3.3. The ability to view full front and back cover images

Titles on our website will have access to cover art – full front, spine and back covers.



1999

Prince

His fifth album is a mixture of funk, rock, new wave, and soul. It contains 10 tracks, including Little Red Corvette and Delirious.

Retail Price: \$11.99 **Your price: \$8.99**

Stock Number	Product ID	Media	ISBN	UPC	OCLC	Street Date
WEM372022C	10133458	CD		075992372022	25797427	Dec 18, 1984

Publisher: [Warner Bros.](#) (their stock number is 23720)

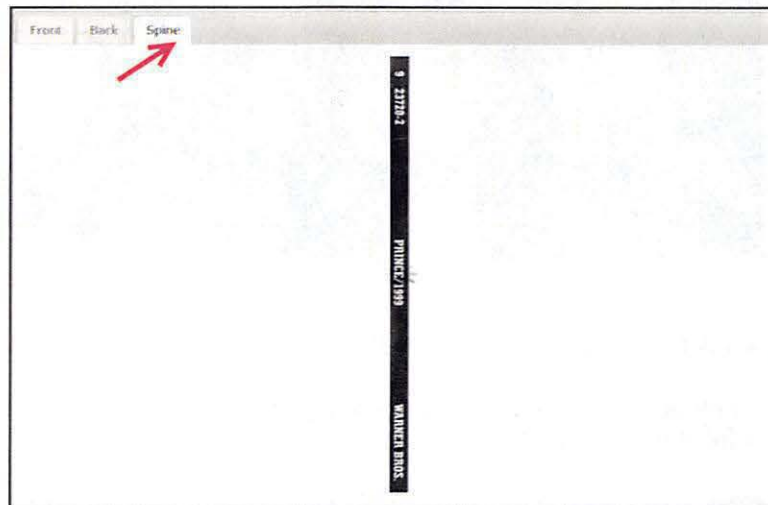
Recording year: 1983

Release year: 1984

[View scanned images](#)

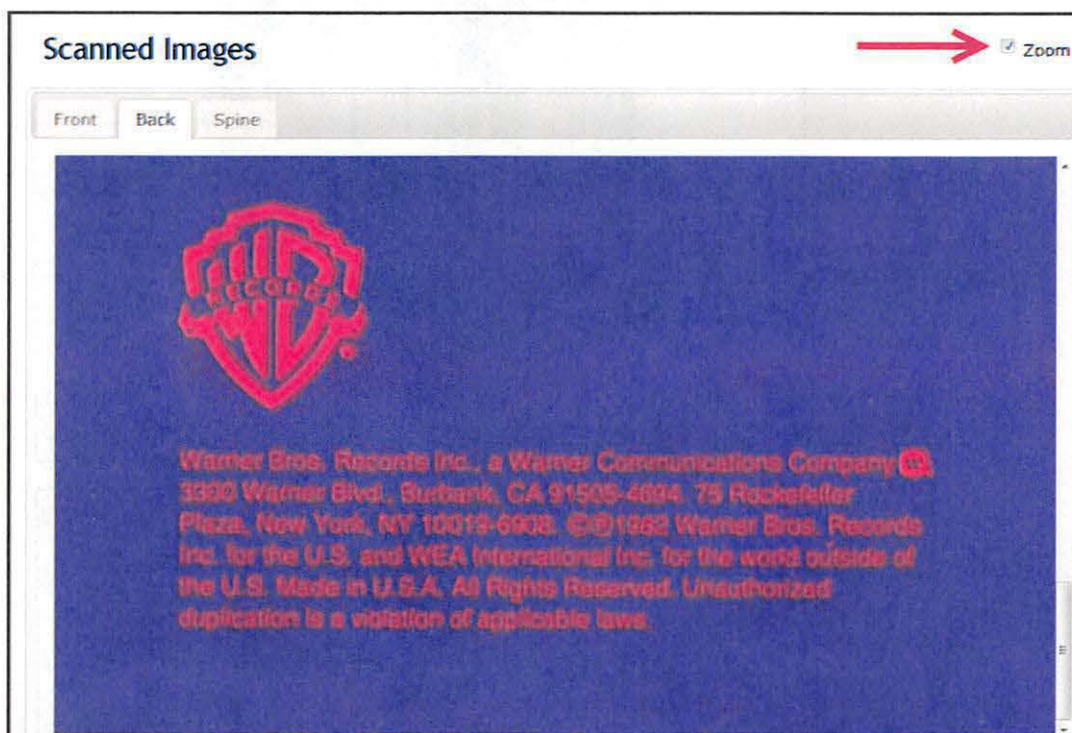
[See a mistake?](#)

Attachment A



Attachment A

Each image can be enlarged to show even the tiniest of print:



4.4. CATALOGING & CREATION OF BIBLIOGRAPHIC & HOLDING RECORDS

The Contractor shall be able to supply a full bibliographic record in MARC format and add holdings, except for multi-discs sets

Through a solid eleven year relationship with OCLC, Midwest Tape has the capability of providing a MARC record on any title offered. This includes English and non-English materials as well as DVD, Music CD and Audiobook. The development of a shared website has helped to solidify the partnership between OCLC and Midwest Tape. It also provides the opportunity to coordinate efforts and have cataloging completed in a much more efficient manner than ever before. If an OCLC record does not currently exist on WorldCat, Midwest Tape provides a scanned image of the product to OCLC on this dedicated site, while at the same time creating a Level k record on WorldCat with our Midwest Tape OCLC Symbol (TEFMT). OCLC reviews this information via access to the same site and completes original cataloging on these items. All New Release titles are cataloged no later than four to six weeks prior to street date, ensuring an appropriate time period to have MARC records completed, and product processed and delivered to Austin Public Library by street date. This type of daily communication between partners encourages an open platform to discuss priority of work.

Midwest Tape offers a variety of cataloging services ranging from free vendor records to fully customized cataloging. Midwest Tape provides MARC records through a unique relationship with OCLC. Our

Attachment A

relationship has been ongoing for over a decade, supporting the creation of efficient cataloging workflows and sharing of data. We provide these different levels of cataloging services to more than 2,500 individual libraries. Last year alone, Midwest Tape delivered over 2,150,000 order records and over 675,000 OCLC MARC records.

Austin Public Library will work directly with Midwest Tape for all levels of cataloging services, this includes the transmission of records, billing of MARC services, set up services and resolution to any cataloging error. OCLC simply provides support and enhancement of information.

Our Data Entry staff members continually monitor studios/publisher websites for upcoming releases and/or rereleases of popular materials. They also use their industry knowledge to follow trends, monitor award winners, predicted sales trends, popularity of a genre, artists, authors and more. Utilizing these sources our 19 member Data Entry staff (including an MLS Librarian with specialization in audiovisual materials) create what are called Level K records directly into World Cat (when no current record exists). OCLC then completes the final enhancement of the record including the assignment of a unique OCLC number to each title. We have developed an exclusive website linking our Data Entry Staff directly to the staff of OCLC. This specialized website allows pertinent title information, including scanned artwork images (front, spine and back) to be quickly and easily to complete the necessary enhancements.

There are several levels of MARC Records that the library can receive from Midwest Tape:

Vendor MARC records (free of charge): *The records can be downloaded directly from our website at the time of order with specialized 9xx order tag programming available to better assist your library with downloading of information into the Symphony ILS program. In a three month time span, nearly 1,000 vendor records have been downloaded by our customers saving them valuable time and money. Samples of these vendor records have been included as Attachment E.*

Full MARC records: *These records are valuable by-product of the Midwest Tape created Level K record and are completed by OCLC. This most popular level of record is what your library can access through WorldCat, at a fraction of the cost. This level of record is the mostly commonly used by our library customers for today's most popular library audiovisual materials. These save time and money. However, these records are not tailored to local cataloging practices. Many of libraries utilize this record and apply their own local cataloging practices when they receive the record. This level of record is in place for APL with item linking services in their 949 tag.*

A sample of our Full MARC Record has been provided as Attachment F. Over 450 libraries we currently work with utilize our Full MARC Records as the most cost and time effective level of record for today's most popular library materials in their libraries.

Customized OCLC MARC Records: *This level of record provides very detailed customization of the library's records based on their local practices. This level of record is priced based on the detail of records needed by the library. Our Cataloging Coordinators will work with OCLC to review the library's needs to*

Attachment A

determine the level of customization needed by the library to achieve a fully shelf-ready product. Our Coordinators work directly with OCLC to create a final price for these services. Current Customized Record is running approximately \$10.00 per title. Currently only 32 libraries utilize this level of cataloging for their audiovisual materials with Midwest Tape.

All levels of records are charged per title, not per item. Through all record levels (Full & Customized) your library's holdings will be updated in WorldCat as part of the record.

4.4.1. CATALOGING LEVELS

The Contractor shall supply bibliographic record on at least one of the following levels:

4.4.1.1. Copy Cataloging: Bibliographic record obtained from OCLC, which meets at least minimum requirements of MARC records (See 9.3) and requires minimal editing. (i.e. verification and/or minimal modification of 1XX, 2XX, 3XX, 5XX, 6XX, 7XX)

Midwest Tape feels that our cost-effective Full Level Marc Record will accommodate these requirements.

4.4.1.2. Enhanced Cataloging: Bibliographic record obtained from OCLC, which does not meet at least minimum requirements of MARC records (See 9.3) and requires that the record be brought up to full cataloging standards. (i.e. LC CIP or IN PROCESS records, shall be upgraded to meet at least minimum requirements, Local Call number and be assigned subject headings)

Midwest Tape feels that our cost-effective Full Level Marc Record will accommodate these requirements.

4.4.1.3. Derived Cataloging: If no matching record is found in OCLC, a new bibliographic record is derived from an existing bibliographic record whereby minimal editing is required to meet at least minimum requirements of MARC record (See 9.3). (i.e. new record is created via derivation of different format, previous ed., or parallel record)

Midwest Tape feels that our cost-effective Full Level Marc Record will accommodate these requirements.

4.4.1.4. Original Cataloging: If no bibliographic record can be found in OCLC, requiring the Contractor's catalogers to create a record, assign name(s), subject headings, and Local Call number. Record shall at least meet minimum requirements of MARC records (See Paragraph 4.4.3.).

Midwest Tape feels that our cost-effective Full Level Marc Record will accommodate these requirements.

Attachment A

4.4.2. NEW BIBLIOGRAPHIC RECORDS

4.4.2.1. The Contractor shall be able to supply bibliographic record on at least one of the specified cataloging Levels. A unique bibliographic record shall be available for different packaging, editions/release, etc.

Midwest Tape's cataloging option of a Full Level Record can accommodate this requirement.

4.4.2.2. The Contractor shall search OCLC for records matching. The match criteria shall include: Title, author, publication date, edition, ISBN, UPC, and/or Publisher number.

Midwest Tape's cataloging option of a Full Level Record can accommodate this requirement.

4.4.2.3. If a matching bibliographic record cannot be found in OCLC, the Contractor shall supply an original or derived bibliographic record cataloged under Resource Description and Access (RDA) rules.

Midwest Tape's cataloging option of a Full Level Record can accommodate this requirement.

4.4.2.3.1. Bibliographic record shall meet at least minimum requirements of MARC records (See Paragraph 4.4.3.) and all other original cataloging and local specifications set out in this document.

Midwest Tape's cataloging option of a Full Level Record can accommodate this requirement.

4.4.3. MINIMUM MARC RECORD REQUIREMENTS

4.4.3.1. For all new bibliographic records provided, the records shall be in accordance with all national cataloging standards:

- ☐ Anglo-American Cataloging Rules, 2nd edition, (AACR2) with latest revisions or editions.
- ☐ RDA with any subsequent editions or revisions published during contract period.
- ☐ MARC 21 format for Bibliographic Data, with any subsequent editions or revisions published during contract period.
- ☐ LC Subject Headings, latest edition.

Midwest Tape's cataloging option of a Full Level Record can accommodate this requirement.

Attachment A

4.4.3.2. The new bibliographic records the Contractor supplies shall include the 949 field with call number and item level information for each copy (See Paragraph 4.4.4.).

Midwest Tape's cataloging option of a Full Level Record can accommodate this requirement. Each 949 (item level information) linked is a per item charge of \$0.25.

4.4.3.3. The Contractor shall include the following minimum field requirements for a single MARC record:

- ☐ The record leader logical length shall be in bytes 0-4; and, valid codes for record status, record type and bibliographic records in bytes 5-7. Uppercase letters are not valid in these elements.
- ☐ A record directory
- ☐ (001) Control number
 - o Subfield a OCLC Control Number
- ☐ (007) Should be included in all records
- ☐ (020) ISBN (13 digit) (if applicable)
 - o Only one 13 digit ISBN corresponding to the item
- ☐ (024 with 1st indicator value 1) UPC
- ☐ (028) Publisher Number
- ☐ (041) Language of soundtrack and subtitles should be noted in the 041 or 546 fields
- ☐ (035) Local control number
 - o Contractor shall use this field for any unique vendor number
- ☐ (099) Call Number
 - o See specifications for APL call numbers
- ☐ (1XX) Names or uniform title headings used as a main entry
- ☐ (240) Uniform title added entry if applicable
- ☐ (245) Title and statement of responsibility
- ☐ (246) Varying form of title if applicable
- ☐ (250) Edition field – Enter the edition statement
- ☐ (260) Publication, printing, distribution, issue, release or productions of work
 - o Subfields a, b, and c required
 - o RDA records shall not use the 260 field.
- ☐ (264) Publication information
 - o Contractor shall provide publication date; supply missing parts of publication, distribution, or manufacture statements when necessary for understanding
- ☐ (300) Physical description of item
 - o Subfields a, c and e (if applicable) required
- ☐ (336) Content type
 - o Add \$a performed music \$2 rdacontent. Accept \$b if present. Accept other \$a if appropriate
- ☐ (337) Media type
 - o Give \$a audio \$2 rdamedia. Accept \$b if present. Accept other \$a if appropriate, e.g. video
- ☐ (338) Carrier type

Attachment A

- Add \$a audio disc \$2 rdacarrier. Accept \$b if present. Accept other \$a if appropriate, e.g. videodisc
- ☐ (344) Sound characteristics
- Add \$a digital \$g stereo \$2 rdae
- ☐ (347) Digital file characteristics
- Add \$a audio file \$b CD audio \$2 rda
- ☐ (490) Series statements if applicable
- 490 series statement shall be supplied if applicable
- Corresponding 8XX field shall be supplied if 490 containing first indicator 1 is used
- ☐ (500) Title source
- Indicate where title is taken from
 - e.g. 500__ Title from disc label
- (505) Enhanced Contents notes are required for all songs listed
 - ☐ (511) Performer
 - Add performers or members of the group
 - ☐ (518) Place and date of capture
 - e.g. 518__ Recorded in concert on September 20th 2014
 - ☐ (538) System requirements
 - Required for enhanced CDs, SACDs, DVDs or Blu-rays included with the CDs
 - ☐ (546) Languages of the soundtracks and subtitles should be noted in the 041 and 546 fields
 - ☐ (6XX) Subject headings
 - Appropriate subject headings shall be supplied for work
 - ☐ (7XX) Additional name and/or title access points
 - Contractor shall supply appropriate access points for work
 - ☐ (8XX) Series added entries
 - Contractor shall supply corresponding 8XX field when appropriate 490 field containing first indicator 1 is present
 - ☐ (9XX) Local processing
 - Contractor shall supply necessary item information in 949 field

Midwest Tape's cataloging option of a Full Level Record can accommodate this requirement.

4.4.3.4. All 1XX, 7XX and 6XX fields shall be subject to authority control. OCLC authority file forms or other bibliographic database contracted by APL during the term of the contract shall be used for name and subject headings including:

4.4.3.4.1. 1XX, 7XX, and all 6XX fields with second indicator 0 when such forms exist.

Authority records in the unedited/customized records are supplied as is. OCLC updates the authority control when they upgrade our level K records.

4.4.4. 949 FIELD REQUIREMENTS

The Contractor's 949 fields shall contain the following item information:

- ☐ Subfield "a" (Call Number) Call number can be acquired from the following

Attachment A

- ☐ 099 all subfield "a"
- ☐ If more than one 099 field exists, call number prefix should correspond to the holding code or fund
- o Subfield "w" Class Scheme
 - ☐ Class Scheme shall be entered as "DEWEY"
- o Subfield "h" Holding code
 - ☐ Each items Holding code specified in order shall be used
- o Subfield "i" Barcode Number
 - ☐ Item Barcode number
- o Subfield "p" Price
 - ☐ Each item's price shall reflect price from order and shall be in format \$0.00
- o Subfield "r" Circulation Flag
 - ☐ Circulation Flag shall be entered as "Y"
- o Subfield "s" Permanent Flag
 - ☐ Permanent Flag shall be entered as "Y"
- o Subfield "u" Acquisitions Date
 - ☐ Date shall reflect the date order was sent and shall be in format MM/DD/YYYY

Midwest Tape's cataloging option of a Full Level Record can accommodate this requirement. Each 949 tag linked into the record (unique barcode added) does have a fee of \$0.25 per 949 tag.

4.4.5. CALL NUMBER SPECIFICATIONS

The Contractor's call numbers shall contain the following item information:

- Field 099 shall be used for all call numbers. The call numbers are free text and no delimiters shall be used.
 - ☐ All call numbers shall have the beginning prefix of CD
 - ☐ The genre shall be the next element in the call number
 - ☐ The cutter shall be composed of the first four letters of the main entry excluding leading articles.

Examples of a call number are:

- ☐ CD ROCK BEAT
- ☐ CD JAZZ COLE

Examples of Genres:

- ☐ APPRECIATION
- ☐ BALLET
- ☐ BAND
- ☐ BLUEGRASS
- ☐ BLUES
- ☐ CHAMBER
- ☐ CHORAL
- ☐ CHRISTIAN
- ☐ COMEDY
- ☐ CONCERTO

Attachment A

- ☐ COUNTRY
- ☐ ELECTRONIC
- ☐ FOLK
- ☐ GOSPEL
- ☐ HOLIDAY
- ☐ INSTRUMENTAL (Classical music)
- ☐ JAZZ
- ☐ LATIN
- ☐ MUSICAL
- ☐ NEW AGE
- ☐ OPERA
- ☐ ORCHESTRAL
- ☐ POP
- ☐ RAP
- ☐ REGGAE
- ☐ RHYTHM AND BLUES
- ☐ ROCK
- ☐ SOUND EFFECTS
- ☐ SOUNDTRACK
- ☐ SYMPHONY
- ☐ VOCAL
- ☐ WORLD
- ☐ YOUTH MUSIC
- ☐ YOUTH HOLIDAY
- ☐ YOUTH SOUNDTRACK
- ☐ YOUTH WORLD

Midwest Tape has options of Genres for Music to be added to a spine label in a few different methods. The first is to have a 'match' from the library's designated genres to our list of corresponding genre list or the second option is to have the library, at the time of order, transmit the genre designation with the order.

4.4.6. ELECTRONIC ITEM CONVERSION

The Contractor shall provide a MARC bib record with 949 containing no cataloging. Copy the specific item level and call number information delivered in electronic format via a FTP or an email attachment.

This would be a 949 tag attached to our free vendor record. We can provide that service for only \$0.25 per tag.

4.4.7. BIBLIOGRAPHIC RECORD DELIVERY

4.4.7.1. The Contractor shall supply a bibliographic record that includes the 949 copy information, within one (1) business day of orders being shipped from the Contractor.

Attachment A

4.4.7.2. The bibliographic records shall be delivered in MARC format via email attachment or FTP with email notification sent to specified APL contact.

4.4.7.3. The Contractor shall update the holdings in the OCLC database or another APL contracted bibliographic database with the Library's holding symbol for all new titles cataloged for the library. Special accounts for the Contractor can be established for OCLC or other APL contracted bibliographic databases.

Midwest Tape can accommodate these requirements.

4.5. PHYSICAL PROCESSING

4.5.1. The Contractor shall be able to provide full processing of the CDs (see Attachment A - D). The Contractor shall provide fully processed samples of Music CDs for review and approval within five (5) business days as requested by the City. The samples will be used by the City to determine if the Contractor's processing meets the functionality requirements of quality, performance, and characteristics as described below:

4.5.1.1. The Contractor shall replace the manufacturers CD jewel case with a durable long lasting protective sleeve case.

4.5.1.2. The Contractor shall supply and provide a high quality digitally printed artwork cover which shall include the following (see Attachment A):

4.5.1.2.1. White banners with the APL name/logo, positioned at bottom center of front side and bottom right half section of back side.

4.5.1.2.2. .75 inch X 2.0 inch Barcode labels containing the barcode number, vertically positioned on left mid-section of front side, and one horizontally positioned on the bottom left half section of back side. The Barcode labels shall include:

- ☐ A unique thirteen (13) digit barcode with check digit in thirteenth position, using CODE 39 symbology.
- ☐ The an embedded branch library name positioned above the barcode and the Austin Public Library name positioned below the barcode number.
- ☐ An image that is readable by symbol laser barcode reader with code 39 and the 3M self-check system.

4.5.1.2.3. A 1.5" X 1" spine label, using Arial 11 point font, and positioned at the lower quarter of the spine section. A duplicate of the embedded spine label shall be positioned at top right corner of front side of Artwork.

4.5.1.2.4. The artist and title information shall be located on the upper quarter of the spine section.

4.5.1.3. The Contractor shall supply and apply a Stingray Radio-Frequency Identification (RFID) Full Disc Overlay Circular Security Tag to the first music CD (Attachment C) and a CD hub ring with embedded library name and matching barcode number to each music CD. (Attachment B)

Attachment A

4.5.1.3.1. APL will provide the Contractor with a barcode number sequence that shall be embedded on the barcode labels, match the hub ring, and programmed on the RFID Full Disc Overlay Security Tag.

4.5.1.3.2. The Contractor shall enclose the music CD booklet liner notes within the case when supplied as part of music CD. (Attachment C)

VIP (Variable Integrated Processing) digital processing services will be provided for APL's Music CD materials. This patented digital process eliminates the need for labels by scanning the original packaging and digitally embedding all of the library's labels directly onto one sheet of paper which includes the front, spine and back of the title's artwork.

Digital processing services for APL's Music CDs will include the following:

VIP LIBRARY LOGO

VIP BARCODE

VIP SPINE LABEL

EASY READ SPINE LABEL

Hand-applied by our team:

STINGRAY OVERLAY – MWT SUPPLIED & ACTIVATED

MWT CREATED HUB LABEL – EVERY DISC

Disc (s) and artwork transferred into a POLYBOX CASE – SINGLES & DOUBLES

Samples of this innovative digital processing have been provided as Attachments G, H & I.

Advantages of our VIP digital processing service include greater processing accuracy, faster delivery of processed materials, savings on label costs, and extremely high quality digital images. Most importantly, digital processing serves as a significant theft deterrent; in fact, digital processing has been proven to reduce theft by up to 40% in libraries troubled by this problem.

We tailor our processing services to best meet the needs of every library.

Communication is very important in such a valued service between the library and our Processing Department. Our VIP digital processing service was designed with input from our public library customers based on their individualized processing needs, making it the fastest growing area of our company.

4.6. SHIPPING AND DELIVERY

4.6.1. The Contractor shall establish separate and distinct ship-to account numbers for each library location.

Attachment A

Austin Public Library can be provided as many accounts as needed and can comply with the requirement of having separate and distinct ship-to account numbers for each library location.

- 4.6.2. The Contractor shall deliver an average of 90% (percent) of the music CDs on all purchase orders within 10 business days of receipt of the order. The Contractor shall deliver pre-release orders within five (5) business days of the release date.**

Midwest Tape strives to have all hot new/popular titles cataloged before street date. All Music CDs in this category are cataloged 4 weeks prior to release. The estimated processing time for a hot new/popular title, in inventory, is 7 – 10 business days. We provide a fill rate of 97% of our product offerings.

- 4.6.2.1. The Contractor shall send a cancellation report to the City Contract Manager or designee for any titles that cannot be supplied, within one (1) business day after order receipt.**

Any cancellation status on titles can be viewed on our website at any time and is updated throughout the day to provide the most up-to-date information.

- 4.6.3. The Contractor shall only ship all copies of a title ordered on a purchase order. When a purchase order lists more than one title, only titles with the complete order of copies shall be shipped by the contractor.**

Midwest Tape will ship all copies of a title in a single order.

- 4.6.4. The Contractor shall not substitute copies of a title ordered by APL.**

Midwest Tape will not substitute copies of any titles ordered by APL.

- 4.6.5. The Contractor shall provide a purchase order report for any unfilled, delayed, open, and cancelled orders, including the number of unfilled/delayed titles and copies to the City Contract Manager or designee monthly if applicable, or as requested by the City. If this report cannot be downloadable from the Contractor's ordering system, the Contractor shall submit the reports electronically in Excel format.**

APL will review the report and notify the Contractor which open or unfilled orders to cancel. The Contractor shall provide a cancellation report to the City Contract Manager or designee upon request. If the report is not downloadable from the Contractor's ordering system, the Contractor shall submit the report electronically in Excel format.

Midwest Tape can comply with this requirement.

- 4.6.6. The Contractor shall have the ability to track deliveries and shipments and provide the City with the information upon request.**

The library can track any purchases on-line through our website at anytime.

(www.midwesttape.com) The orders can be searched by title, format, P.O., date range

Attachment A

and many other options as needed by the library. The tracking of shipment boxes can be accomplished by contacting our Customer Service Department and through our UPS Shipping program can provide the library with up-to-date shipping information.

4.6.7. The Contractor shall group orders to be shipped in the following intervals:

4.6.7.1. Branch locations shall receive shipments weekly.

4.6.7.2. The central location shall receive shipments bi-weekly.

Midwest Tape will comply with this requirement.

4.6.8. The Contractor shall offer a pre-release program to supply the Library with new music CDs before the date the CD's are available for sale to the public.

Midwest Tape strives to have hot/new releases to the library on or before release date.

4.6.9. The Contractor shall insure that all deliveries are made inside the facility to the City Contract Manager designee. The Contractor shall not leave any deliveries outside of the library locations. City personnel shall not be requested to assist in transferring material inside the facility.

Midwest Tape will comply with this requirement.

4.6.10. The contractor shall deliver the shipments Monday through Friday during library business hours of operation.

Library location hours may vary by location. Current library hours of operation are available through the following web link and are subject to change at any time:
<http://library.austintexas.gov/locations>.

Midwest Tape understands the hours of operation for APL.

4.6.11. The Contractor shall ship all partial processing or non-processed shipments delivered by carrier to Austin Public Library, Attn: ACCS NP, 635 N. Pleasant Valley Rd., Austin, Texas 78702.

Midwest Tape will comply with this requirement.

4.7. RETURNS AND CUSTOMER SUPPORT

4.7.1. The Contractor shall guarantee all items to be new, free from defects in design, materials and workmanship, and to be fit and sufficient for their intended purpose.

Every audiovisual product we sell is guaranteed for one year against manufacturer's defect or shipping damage. If the library notifies Customer Service Representatives within 60 days of invoice of a problem, a pre-paid FED EX call tag is provided for the return of the product. Should the library find defective or damaged product beyond 60 days after receipt, contacting our Customer Service Team of the issue will be appreciated so that we may guide the library's staff

Attachment A

as to how the product can be returned for replacement or credit. All of our Customer Service Representatives can be contacted Monday – Friday, 8:30 – 6:00 p.m. EST.

The library will be provided this return label by email along with a Return Merchandise Authorization document to help expedite the no-charge replacement of product. If a credit memo is required to satisfy the situation, a printed credit memo will be provided citing the account number, purchase order number, title and UPC.

These issues are tracked to ensure that we are providing a consistent level of excellent customer service to the library. Account Executives will meet with the library on a schedule most convenient for the library to review these types of service issues in person with management as well as the department leads. The information we learn from this experience is used to continually improve our service.

4.7.2. Items damaged in shipment, incorrect items, or defective items shall be returned to the Contractor for replacement or credit at no expense to the Austin Public Library. APL prefers no-charge replacement to receive credit. In the event that no correct or perfect replacement exists; a credit memo shall be issued to APL within 25 business days.

Midwest Tape will comply with this requirement.

4.7.3. The Contractor shall assign one or more Contract Manager(s) that is responsible for providing customer service, support, and technical issue assistance to APL.

Your library has access to five Customer Service Staff that are cross-trained in several areas of the company to provide support with a single phone call. Our team is available Monday – Friday, 8:30 a.m. 6:00 p.m. EST. However, your library is provided a single point of contact for all areas of service. That point of contact is Ashley Swick, Processing Coordinator for the Austin Public Library. Ashley is well-versed in services provided to your library as she has been assigned to your account for more than 5 years. Ashley can be reached at our main 800-875-2785 or by email (aswick@midwesttapes.com).

4.7.4. The Contractor shall provide APL the ability to create returns, and report shortages online, by email, and telephone.

Any issues with product is best to report by either phone or email to your library-assigned contact, Ashley Swick, so that prompt attention can be provided to your staff.

4.7.5. The Contractor shall provide an option of a minimum of two day on-site assistance prior to the beginning of the Contract period, at the APL, at the Contractor's expense. This visit shall include spending time with APL Technical Services staff to discuss and train selection, ordering, cataloging and processing.

Midwest Tape welcomes any opportunity to provide support to your team about our website, value-added services and more. Your library is assigned an Account Executive, Eric Timm, who can provide both on-site and webinar training services at no additional charge to your library.

Attachment A

5. CITIES RESPONSIBILITIES

5.1. The City will assign a Contract number for the Contractor to reference. Releases will be made throughout the term of the Contract in the form of a Purchase Order.

5.2. The City will provide the Contractor with a list of authorized contacts to order for each APL location.

The cities responsibilities are understood by Midwest Tape.

6. DELIVERABLES/MILESTONES

Deliverables/Milestones	Description	Timeline (due/completion date, reference date, or frequency)	Performance Measure/ Acceptance Criteria	Contract Reference/ Section
Electronic Data Collection Portal	Setup and establish and online order system to accept orders	Within 30 Calendar upon the request by the City Contract Manager	Connection established between Contractor and the City	4.1.3.
Order System	Establish an order system	Within 30 Calendar upon the request by the City Contract Manager	Order system navigable	4.3.2.
Music CD's and Records	Deliver music CD's and Biographical information	Within five (5) business days	Goods Delivered	4.5, 4.6
Purchase Order Reports	Report for any unfilled, delayed, open, and cancelled orders	Monthly	Report Received	4.6

Midwest Tape can comply with the noted deliverables milestones.

In Summary:

Austin Public Library has come to be a valued and trusted partner of Midwest Tape for more than thirteen years. Your library will continue to receive top-rated customer-centered support continuing our long-standing relationship. With all services being requested for your library within the RFP currently in place with Midwest Tape, there will be no delay or transition issues from one contract to another.

We look forward to and would appreciate an opportunity to fully explain any areas of our response your team may have in regards to what Midwest Tape can provide to your library at any time. Our team stands ready to assist:

Eric Timm, Account Executive

800-875-2785 office/419-250-0222 cellular
etimm@midwesttapes.com

Ashley Swick, Processing Coordinator

800-875-2785 office
aswick@midwesttapes.com

Janet Timm, Bid Specialist

800-875-2785 office
jtimmm@midwesttapes.com

**PRICE SHEET
CITY OF AUSTIN
ADULT & JUVENILE MUSIC CDs (ACQUISITIONS, CATALOGING, AND PROCESSING)**

Solicitation No.: RFP JRD0312

Special Instructions: Be advised that exceptions taken to any portion of the solicitations may jeopardize acceptance of the proposal

SECTION 1 - DISCOUNT OFF MUSIC CD's

The percent discount shall be fixed throughout the term of the Contract including any subsequent renewal periods, and are not subject to increase. All shipping and handling charges shall be incorporated in the cost of the material bid and not charged as a separate line item on the invoice regardless of the shipping location. A bid of '0' (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of 'no bid' will be interpreted by the City that the responder does not wish to bid on that item. The City reserves the right to purchase more or less of the quantities as may be required during the Contract term. Orders shall be as-needed and specified by the City on each order. The annual estimated dollar amounts are not a guarantee of actual volume. The City may award the contract for any item or group of items on the solicitation, or any combination deemed most advantageous to the City.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL DOLLAR AMOUNT	% DISCOUNT OFFERED	EXTENDED PRICE
1	Adult & Juvenile Music CD's	\$165,000	25.0000%	\$123,750.00

SECTION 2 - CATALOGING SERVICES

Bid Prices shall be the invoiced price and include all costs, shipping, handling, supplies, and associated charges and not charged as a separate line item on the invoice. A bid of '0' (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of 'no bid' will be interpreted by the City that the responder does not wish to bid on that item. The quantities noted below are annual estimates and not a guarantee of actual volume. The City reserves the right to purchase more or less of the quantities as may be required during the Contract term. Orders shall be as-needed and specified by the City on each order. There are no minimum order quantities and actual purchased quantities may vary.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QTY	UNIT	UNIT PRICE	EXTENDED PRICE
2	Original Cataloging	250	Each	\$1.200	\$300.00
3	Copy Cataloging	250	Each	\$1.200	\$300.00
4	Enhanced Cataloging	250	Each	\$1.200	\$300.00
5	Derived Cataloging	250	Each	\$1.200	\$300.00
6	Replace manufacturers CD Case with Approved Durable Long-lasting Case	9000	Each	\$0.630	\$5,670.00
7	CD: Embedded White Banner with Austin Public Library Name and Logo Positioned at Bottom Front and Bottom Back of Art Work (Exhibit A)	9000	Each	\$0.620	\$5,580.00
8	CD: Embedded .75 inch X 2.0 inch Barcode Label Containing Barcode Number Positioned on front mid section and back bottom of Art Work (Exhibit A)	9000	Each	\$0.620	\$5,580.00

9	CD: Embedded Spine Label, with Artist and Title Information Positioned at upper three quarter of Spine section of Art Work (Exhibit A)	9000	Each	\$0.620	\$5,580.00
10	CD: Embedded 1.5 inch X 1.0 inch Spine Label, Using Arial 11 Point Font Positioned at the Bottom Edge of Spine and Front Top Corner of Art Work (Exhibit A)	9000	Each	\$0.620	\$5,580.00
11	CD: CD Hub Ring with Embedded Library Name and Matching Barcode Number (from Embedded Barcode on Art Work) (Exhibit B)	9000	Each	\$0.620	\$5,580.00
12	CD: Contractor Supplied RFID Full Disc Overlay Circular Security Tag (Stingray) Attached to First Disc (Exhibit C)	9000	Each	\$0.620	\$5,580.00
TOTAL PRICE (Section 2) =					\$40,350.00
TOTAL PRICE PROPOSED (Sections 1 & 2) =					\$164,100.00
SECTION 3 - NON-SPECIFIED ITEMS					
<p>Proposer shall be able to provide other items and services that are not listed above. The prices for these Non-Specified Items shall be based on the Price List(s) and percentage discount(s) or markup(s) as indicated below.</p> <p>The percentage discount(s) or markup(s) shall be fixed throughout the term of the Contract including any subsequent renewal periods, and are not subject to increase. Revisions to the prices may only be adjusted using the Pricing Requirements -- Non-Specified Items provision in Section 0400.</p> <p>Proposer shall provide the manufacturer(s) name and number of the identified price list(s), the latest effective date of the identified price list(s), and either the percentage discount(s) or markup(s) to the identified price list(s).</p>					
ITEM NO.	NAME AND NUMBER OF PRICE LIST	LATEST EFFECTIVE DATE OF PRICE LIST		DISCOUNT FROM, OR MARKUP TO PRICE LIST	
13	Name _____ Number _____	_____		_____% Discount or _____% Markup	
14	Name _____ Number _____	_____		_____% Discount or _____% Markup	
15	Name _____ Number _____	_____		_____% Discount or _____% Markup	
<p>Offerors best delivery is <u>7-10</u> business days after receipt of order. Delivery Method shall include FOB Destination for delivery and freight charges.</p>					
<p>Note: Delivery Method <u>Fed EX Courier</u></p>					



May 5, 2016

RE: RFP 8500 JRD0312 – Acquisition, Cataloging, and Processing of Music CDs

The following document outlines a few key points regarding Midwest Tape's response to the RFP Price Sheet and respectfully request the evaluation committee's review of this information for incorporation into our total response.

Line 3 – Adult & Juvenile Music CD's Discounts:

Most Music CDs will have a discount of 25% off MSRP. Universal Music will have a 10% discount off MSRP.

Lines 2 - 5 - Cataloging:

Midwest Tape provides the cataloging services on a per **TITLE** basis. We are very pleased to be set up to provide the level of cataloging needed by Austin Public Library and have tailored those services to each format and account, making it cost and time effective for the library. APL orders multiple copies of a single title (averaging 16 copies per popular title). Cataloging costs are charged one time for the first copy and are then charged item linking services for the additional copies at a rate of \$0.25 per item tag.

We would value the opportunity to fully explain our cataloging services and pricing during the evaluation process. We'd like provide your library with an explanation of a cost saving level of record that would provide the majority of the data needed for APL through our Full Level MARC record at only \$1.20 per title. This is the most popular time and cost saving level of record that over 380 libraries utilize for today's Music CDs titles.

The following staff can be contacted to fully explain our cataloging services and pricing structure:

Eric Timm, Account Executive
800-875-2785 Office/419-250-0222 cell
etimm@midwesttapes.com

Ashley Swick, Processing Coordinator
800-875-2785 Office
aswick@midwesttapes.com

Janet Timm, Bid Specialist
80-875-2785 Office
jtimmm@midwesttapes.com

Processing:

Austin Public Library has been an integral part in designing, with Midwest Tape, digital processing services. Through on-going discussions, Midwest Tape has provided APL with a variety of processing



services tailored to each format. Multiple accounts have been provided, at no additional charge to APL, to assist the library to streamline ordering and value-added services.

We do not charge our processing services as an ala carte type service. VIP digital processing is inclusive of the library's requirements of the white banner with APL logo, Blu-Ray disc logo, barcode and spine label. Our service price also includes the hand-application of the library's requested hub label, tattle tape and a disc overlay.


As required on the Bid Form each Item Description has a figure noted that when combined as a total price APL realizes the following pricing structure:

- Single Disc titles - \$4.35 & Double Disc Titles - \$4.35

Please note the following due to more services required for multi-disc titles:

- Multi-disc titles - \$7.10

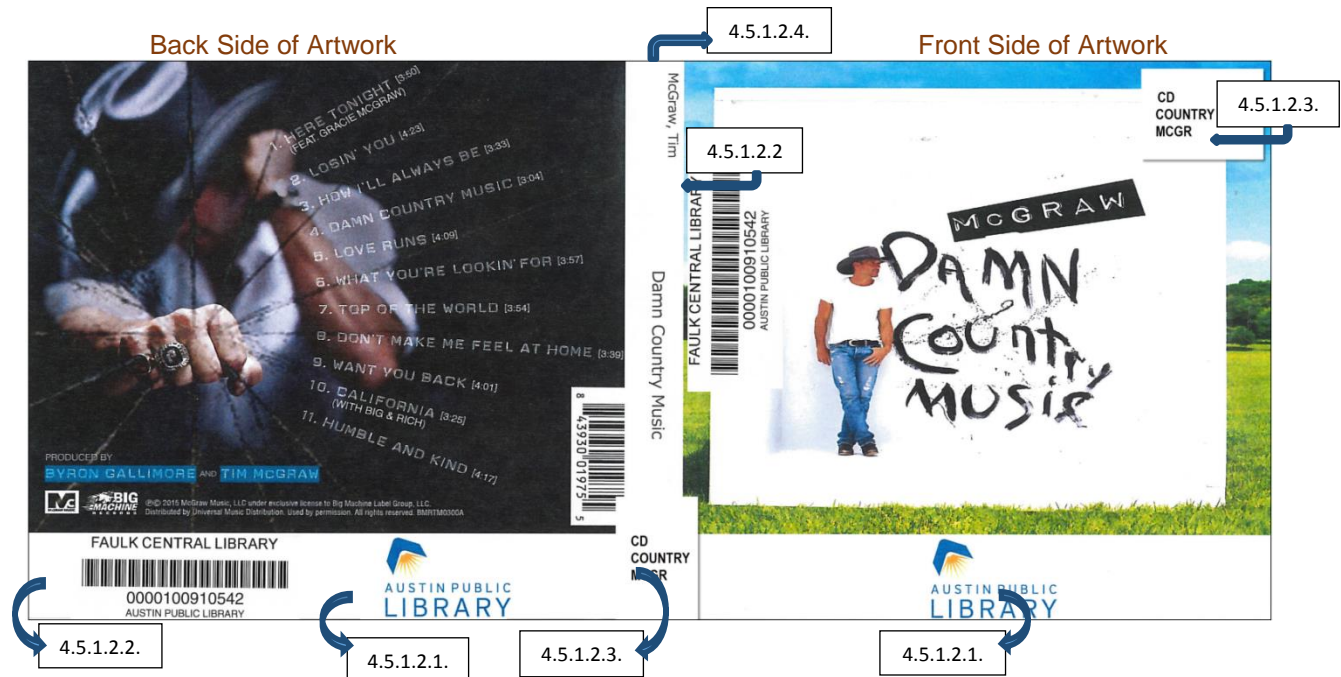
Midwest Tape has enjoyed an excellent partnership with the Austin Public Library for over fourteen years providing the Library with a high level of products and services to best support the library's mission to your community. It is our desire to maintain that relationship and assist Austin Public Library's advancements in the coming years.


Jeff Jankowski, Vice President


Date

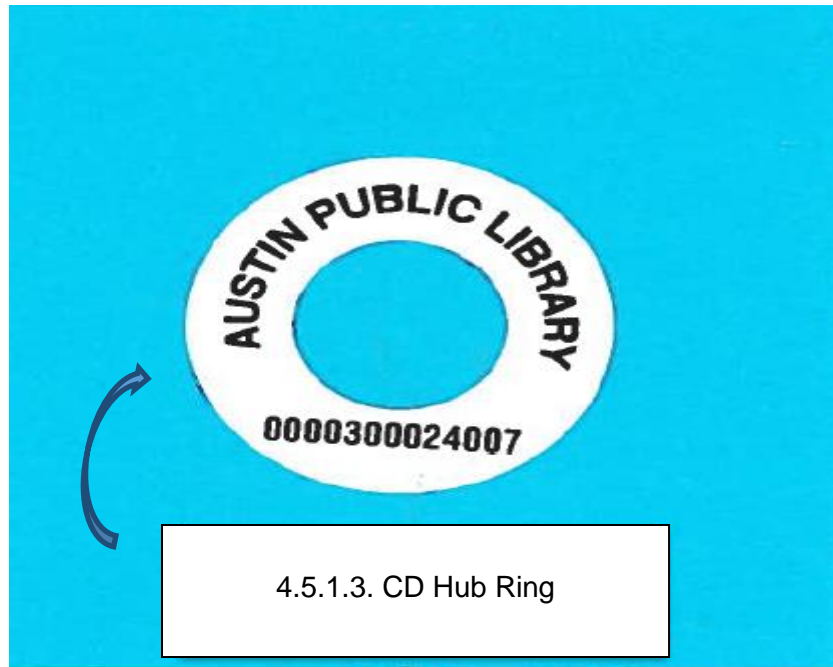
ATTACHMENT A

DIGITAL MUSIC CD ARTWORK WITH EMBEDDED BARCODE, SPINE LABEL, AND WHITE BANNER WITH APL LOGO



ATTACHMENT B

IMAGE OF CD HUB RING INCLUDES AUSTIN PUBLIC LIBRARY AND BAR CODE NUMBER



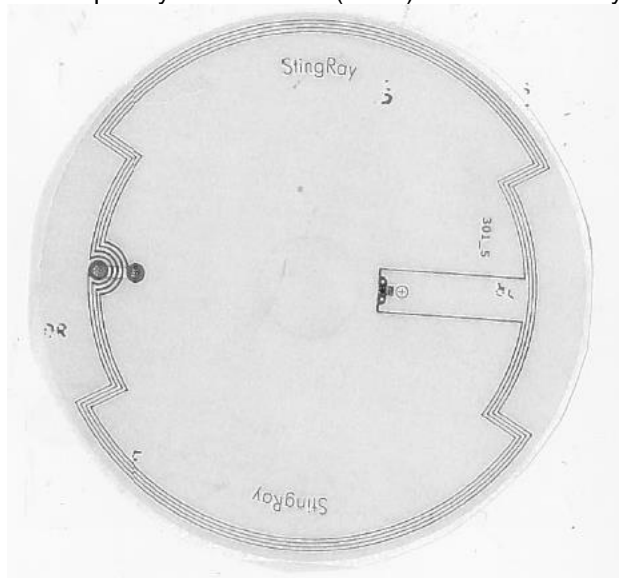
ATTACHMENT C

RFID full disc overlay circular security tag over CD hub ring, both applied to music CD (right).

Example of booklet liner notes included as part of music CD, enclosed in case (left).



Image of Stingray Radio-Frequency Identification (RFID) Full Disc Overlay Circular Security Tag.



Unused sample of Stingray in Section 0500 – Scope of Work, Paragraph 4.5.1.3.

ATTACHMENT D

AUSTIN PUBLIC LIBRARY POSTED HOURS AS OF 12/28/2015

THE AUSTIN PUBLIC LIBRARY SYSTEM SEE MAP ON THE OTHER SIDE.

			Sun.	Mon.	Tue.	Wed.	Thu.	Fri.	Sat.
1. Faulk Central Library	800 Guadalupe St., 78701	512-974-7400	12 - 6	11 - 8	11 - 8	11 - 8	11 - 8	10 - 6	10 - 6
2. Austin History Center	810 Guadalupe St., 78701	512-974-7480	12 - 6	closed	10 - 6	10 - 6	10 - 6	10 - 6	10 - 6
3. Carver Branch	1161 Angelina St., 78702	512-974-1010	closed	10 - 9	10 - 9	10 - 9	10 - 9	10 - 6	10 - 5
4. Cepeda Branch	651 N. Pleasant Valley Rd., 78702	512-974-7372	closed	10 - 9	10 - 9	10 - 9	10 - 9	10 - 6	10 - 5
5. Hampton Branch at Oak Hill	5125 Convict Hill Rd., 78749	512-974-9900	closed	10 - 9	10 - 9	10 - 9	10 - 9	10 - 6	10 - 5
6. Howson Branch	2500 Exposition Blvd., 78703	512-974-8800	closed	10 - 9	10 - 9	10 - 9	10 - 9	10 - 6	10 - 5
7. Little Walnut Creek Branch	835 W. Rundberg Ln., 78758	512-974-9860	2 - 6	10 - 9	10 - 9	10 - 9	10 - 9	10 - 6	10 - 5
8. Manchaca Road Branch	5500 Manchaca Rd., 78745	512-974-8700	2 - 6	10 - 9	10 - 9	10 - 9	10 - 9	10 - 6	10 - 5
9. Milwood Branch	12500 Amherst Dr., 78727	512-974-9880	-----*CLOSED FOR RENOVATIONS-----						
10. North Village Branch	2505 Steck Ave., 78757	512-974-9960	closed	10 - 9	10 - 9	10 - 9	10 - 9	10 - 6	10 - 5
11. Old Quarry Branch	7051 Village Center Dr., 78731	512-974-8860	closed	10 - 9	10 - 9	10 - 9	10 - 9	10 - 6	10 - 5
12. Pleasant Hill Branch	211 E. William Cannon Dr., 78745	512-974-3940	closed	10 - 9	10 - 9	10 - 9	10 - 9	10 - 6	10 - 5
13. Ruiz Branch	1600 Grove Blvd., 78741	512-974-7500	2 - 6	10 - 9	10 - 9	10 - 9	10 - 9	10 - 6	10 - 5
14. St. John Branch	7500 Blessing Ave., 78752	512-974-7570	closed	10 - 9	10 - 9	10 - 9	10 - 9	10 - 6	10 - 4
15. Southeast Branch	5803 Nuckols Crossing Rd., 78744	512-974-8840	closed	10 - 9	10 - 9	10 - 9	10 - 9	10 - 6	10 - 5
16. Spicewood Springs Branch	8637 Spicewood Springs Rd., 78759	512-974-3800	closed	10 - 9	10 - 9	10 - 9	10 - 9	10 - 6	10 - 5
17. Terrazas Branch	1105 E. César Chávez St., 78702	512-974-3625	closed	10 - 9	10 - 9	10 - 9	10 - 9	10 - 6	10 - 5
18. Twin Oaks Branch	1800 S. Fifth St., 78704	512-974-9980	closed	10 - 9	10 - 9	10 - 9	10 - 9	10 - 6	10 - 5
19. University Hills Branch	4721 Loyola Ln., 78723	512-974-9940	closed	10 - 9	10 - 9	10 - 9	10 - 9	10 - 6	10 - 5
20. Willie Mae Kirk Branch	3101 Oak Springs Dr., 78702	512-974-9920	closed	10 - 9	10 - 9	10 - 9	10 - 9	10 - 6	10 - 5
21. Windsor Park Branch	5833 Westminster Dr., 78723	512-974-9840	closed	10 - 9	10 - 9	10 - 9	10 - 9	10 - 6	10 - 5
22. Yarborough Branch	2200 Hancock Dr., 78756	512-974-8820	2 - 6	10 - 9	10 - 9	10 - 9	10 - 9	10 - 6	10 - 5

Copy of Map on next page

AUSTIN PUBLIC LIBRARY POSTED HOURS AS OF 12/28/2015



ATTACHMENT F



CITY OF AUSTIN PURCHASING OFFICE EXCEPTIONS

Solicitation Number: JRD0312

The City will presume that the Offeror is in agreement with all sections of the solicitation unless the Offeror takes specific exception as indicated below. The City, at its sole discretion, may negotiate exceptions to the sections contained in the solicitation documents or the City may deem the Offer non-responsive. The Offeror that is awarded the contract shall sign the contract with the accepted or negotiated sections.

Place this attachment in Tab 11 – Exceptions to your Proposal. Copies of this form may be utilized if additional pages are needed.

☒ Accepted as written.

☐ Not accepted as written. See below:

Indicate:

- ☐ 0300 Standard Purchase Terms & Conditions
- ☐ 0400 Supplemental Purchase Provisions
- ☐ 0500 Scope of Work

Page Number

Section Number

Section Description

Alternative Language:

Justification:



**ADDENDUM
REQUEST FOR PROPOSAL
ACQUISITIONS, CATALOGING, AND PROCESSING OF MUSIC CDS
CITY OF AUSTIN, TEXAS**

RFP: JRD0312

Addendum No: 1

Date of Addendum: April 27, 2016

This addendum is to incorporate the following changes to the above-referenced solicitation.

- 1.0 Pre-Proposal Meeting Sign-In Sheet attached.
- 2.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Invitation for Bid.

APPROVED BY:

A handwritten signature in black ink, appearing to be "Jonathan Dalchau".

Jonathan Dalchau, Senior Buyer Specialist
Purchasing Office

4/27/2016

Date

ACKNOWLEDGED BY:

Midwest Tape, LLC (Jeff Jankowski, Vice President)

Vendor Name

A handwritten signature in blue ink, appearing to be "Jeff Jankowski".

Authorized Signature

May 5, 2016

Date

RETURN A COPY OF THIS ADDENDUM
to the Purchasing Office, City of Austin, Texas with your bid.
Failure to do so may constitute grounds for rejection of your bid.

Midwest Tape

Integration with

Sirsi Unicorn & Symphony



Attachment B

Table of Contents

Integration Overview	3
Midwest Tape EDI Setup	3
Midwest Tape EDI Address.....	3
EDI Address Information for Sirsi	4
Sirsi EDI X12 Reports	5
9xx Ordering with Unicorn	6
Downloading 9xx Order Records from Midwest Tape	7
SIRSI 3-step 9xx process	13
Example of Sirsi Load Bibs with Order Info report	14
Symphony VIP.....	15
Setup	15
OpenURL.....	16
Setup on Midwest Tape website.....	16
Searching	17

Integration Overview

- EDI Ordering, Acknowledgements, and Invoicing
- 9xx Order Creation
- VIP – Connecting to Midwest Tape's Z39.50 server
- OpenURL – Check status of the library's collection from Midwest Tape's web site
- Connecting to Library's Z39.50 server

Midwest Tape EDI Setup

Midwest Tape provides our EDI customers access to the Midwest Tape FTP server to facilitate the exchange of EDI X12 orders, acknowledgments, and invoices. Using Symphony software, the customer uploads orders to the FTP site. Midwest Tape retrieves these orders from the 'In' folder on the FTP site, at which time they are automatically imported to the Midwest Tape system. Midwest Tape then sends an email acknowledgment and also places an EDI acknowledgment in the 'Out' folder of the FTP site. On the day the product ships, a notification email is sent to the customer and the EDI invoice is placed in the 'Out' folder of the FTP site.

Midwest Tape EDI Address

Midwest Tape sends the customer an email containing all necessary information to access the Midwest Tape FTP server, much like the content below:

Here is the information for sending EDI X12 orders to our FTP site:

FTP address = <ftp.midwesttapes.com>

Username = laountylibrary@midwesttapes.com

Password = laounty15243

Incoming Directory = /home/laountylibrary/In/

Outgoing Directory = /home/laountylibrary/Out/

Midwest Tape SAN: 2549913

EDI Address Information for Sirsi

The above, along with other information, allows the following table to be filled in within Unicorn & Symphony Systems:

TRANSTYPE	BOOK
X12_ISA01	00
X12_ISA02	
X12_ISA03	00
X12_ISA04	
X12_ISA05	ZZ
X12_ISA06	(your SAN)
X12_ISA07	ZZ
X12_ISA08	2549913
X12_ISA11	U
X12_ISA12	00306
X12_ISA14	1
X12_ISA15	P
X12_ISA16	174
X12_GS02	(your SAN)
X12_GS03	2549913
X12_GS07	X
X12_GS08	003060
X12_DESEP	052
X12_SEGTRM	012
XFER_SCR	Ftpsendxpo
XFER_ADDR	ftp.midwesttapes.com
XFER_USER	lacountylibrary@midwesttapes.com
XFER_PASS	lacounty15243
XFER_MODE	BINARY

Attachment B

DOWNDIR	/home/ lacountylibrary/Out/
DOWNFILE	UNIQUE
FTP_PASSIVE	ftp://ftp.midwesttapes.com
UPDIR	/home/ lacountylibrary/In/
UPFILE	UNIQUE
RCPT_MTHD	FTP
SENDER_ID	2549913
REC_TRANS	810:bookinv.rmap
REC_TRANS	850:bookorder.map
Receive script	Ftpreceive

Sirsi EDI X12 Reports

Within Unicorn & Symphony, the following reports are run to facilitate the EDI process:

Ordering

- Book X12 Orders—prepares PO file for vendor
- EDI File Transmission—FTP's PO file to vendor

Invoicing

- EDI File Retrieval—FTP's invoice file to Unicorn or Symphony
- EDI File Receipt—loads invoice on Unicorn or Symphony
- Book X12 Invoices—updates invoice information



Attachment B

9xx Ordering with Unicorn

Midwest Tape will gather information and do the necessary programming to create 9xx order record tags to be attached to vendor records downloaded from the Midwest Tape website. Midwest Tape will obtain a list of funds, locations, and holding codes and other necessary information to fill out the grid on the Midwest Tape website.

Example of subfields that are used in a 947 tag for Sirsi customers are as follows:

- 947 |*fFund ID*|*hHolding code*|*pPrice*|*qQuantity*
- 945 |*aNotes*
- 946 |*aMidwest Tape Stock#*

These fields can be adjusted to the library's preferences. Tags and subfields can be added, modified, or removed at the library's request.

Once the website is programmed you will be able to run the reports in Sirsi to import the vendor records.

Downloading 9xx Order Records from Midwest Tape

Once the 9xx programming is completed, the customer is ready to download vendor records from the Midwest Tape website as shown below.

Sample 1 demonstrates a filled cart on the Midwest Tape website, including a list of titles and the details shown at the bottom for the currently selected item. In this example two copies of "Element of Freedom" are requested. One copy is going to the CHI location and the other is going to the HOU location. The selected fund is 'Adult,' which will cause the corresponding adult fund code to be applied in the 947 tag.

Example Midwest Tape Cart (sample 1):

MIDWEST TAPE
LIBRARIANS' #1 MEDIA SOURCE

Call 800-375-2785 9AM-6PM EST Mon-Fri
"Test Cart 1" has 10 products (34 items)
for a total of \$679.66. Switch Cart

Search
☒ Use SmartBrowse

Home SmartBrowse Search Browse **View Cart** Tools Settings Help Log Out

Test Cart 1

Cart Products Download Help

Copy	Move	Delete	Columns	sku	title	box office	oclc	format	genre	media	discs	fund	qty
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	CMJ657125C	ELEMENT OF FREEDOM, THE		464286689	R&B	CD	1	ADULT	2	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	GAM212121C	BUFFET HOTEL		463332934	Pop/Rock	CD	1	ADULT	3	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	CMJ143428C	GRAFFITI		463485380	R&B	CD	1	ADULT	1	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	CMJ169527C	SHE WOLF		457068543	Pop/Rock	CD	1	ADULT	1	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	EON801822C	COLOUR ME FREE		459795449	R&B	CD	1	ADULT	2	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	LGE26902D	SEPTEMBER ISSUE, THE (SPECI	\$3M	471931297	wide	Documentary	DVD	2	ADULT	3
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	COL33882D	MICHAEL JACKSON'S THIS IS IT	\$72M	471931294	wide	Documentary	DVD	1	ADULT	7
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	MGM116902D	FAME (2009) (RETAIL)	\$22M	467413044	wide	Drama	DVD	1	ADULT	5
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	COL21563D	CLOUDY WITH A CHANCE OF ME	\$121M	456298213	wide	Children's	DVD	1	CHILD	5
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	MCA61109310D	COUPLES RETREAT	\$105M	469815928	wide	Comedy	DVD	1	ADULT	5

Page 1 of 1 Order lines 1 - 10 of 10

Quantity Instructions Detail allmusicguide

New ELEMENT OF FREEDOM, THE

Quantity: Fund: Branch Distribution: Brief MARC: ☐ OCLC MARC: ☐

CHI: 1	FA:	POP:	ADS:	ADS-NH:	AV:
AV-NH:	BDY:	BDY-NH:	BKN:	BKN-NH:	CAR:
CAR-NH:	COL:	COL-NH:	E31:	E31-NH:	EAS:
EAS-NH:	FLE:	FLE-NH:	FUL:	FUL-NH:	GAR:
GAR-NH:	GLE:	GLE-NH:	HAR:	HAR-NH:	HOU: 1
HOU-NH:	JEF:	JEF-NH:	LAH:	LAH-NH:	LOR:
LOR-NH:	MLK:	MLK-NH:	MNT:	MNT-NH:	MOB:
MOB-NH:	MTP:	MTP-NH:	RIC:	RIC-NH:	ROC:
ROC-NH:	SBN:	SBN-NH:	SOU:	SOU-NH:	STE:
STE-NH:	UNI:	UNI-NH:	WAL:	WAL-NH:	WDL:
WDL-NH:	WPK:	WPK-NH:			

All audiobooks are repackaged by Midwest Tape LLC and then shipped in Midwest Tape's exclusive, shelf-ready SoundSafe™ case. Midwest Tape LLC is a wholly separate and distinct company from the publisher. The publisher's original packaging and insert materials (if any) also will be shipped with your order. Learn more... call 800-875-2785 :: info@midwesttapes.com :: contact info :: 800-444-6645 fax Midwest Tape :: P.O. Box 820 :: 6950 Hall Street :: Holland, Ohio 43528 Copyright © 2003-2009 Midwest Tape :: this site is Section 508 compliant

Attachment B

Sample 2 below shows the same cart as above with the 'Instructions' tab selected for the title "Element of Freedom." Clicking this tab reveals a variety of note fields, any of which can be programmed to pass data through the 9xx tags.

Example Midwest Tape Cart Instructions tab (sample 2):

The screenshot shows the Midwest Tape website interface. At the top, there's a navigation bar with links like Home, SmartBrowse, Search, Browse, View Cart, Tools, Settings, and Help. The 'View Cart' link is active. Below the navigation bar, the cart is titled 'Test Cart 1' and shows a list of items. The 'Instructions' tab is selected for the first item, 'ELEMENT OF FREEDOM, THE'.

sku	title	box office	oclc	format	genre	media	discs	fund	qty
CMJ657125C	ELEMENT OF FREEDOM, THE		464286689		R&B	CD	1	ADULT	2
GAM212121C	BUFFET HOTEL		463332934		Pop/Rock	CD	1	ADULT	3
CMJ143428C	GRAFFITI		463485380		R&B	CD	1	ADULT	1
CMJ169527C	SHE WOLF		457068543		Pop/Rock	CD	1	ADULT	1
EON801822C	COLOUR ME FREE		459795449		R&B	CD	1	ADULT	2
LGE26902D	SEPTEMBER ISSUE, THE (SPECI#	\$3M	471931297	wide	Documentary	DVD	2	ADULT	3
COL33882D	MICHAEL JACKSON'S THIS IS IT	\$72M	471931294	wide	Documentary	DVD	1	ADULT	7
MGM116902D	FAME (2009) (RETAIL)	\$22M	467413044	wide	Drama	DVD	1	ADULT	5
COL21563D	CLOUDY WITH A CHANCE OF ME	\$121M	456298213	wide	Children's	DVD	1	CHILD	5
MCA61109310D	COUPLES RETREAT	\$105M	469815928	wide	Comedy	DVD	1	ADULT	5

Below the table, the 'Instructions' tab is selected for the item 'ELEMENT OF FREEDOM, THE'. The instructions section shows fields for Line Item, Spine Label, Call Number, Processing Notes, and Internal Notes. The Internal Notes field contains the text 'Give one copy to mc'.

At the bottom of the page, there is a disclaimer: 'All audiobooks are repackaged by Midwest Tape LLC and then shipped in Midwest Tape's exclusive, shelf-ready SoundSafe™ case. Midwest Tape LLC is a wholly separate and distinct company from the publisher. The publisher's original packaging and insert materials (if any) also will be shipped with your order. Learn more... call 800-875-2785 :: info@midwesttapes.com :: contact info :: 800-444-6645 fax Midwest Tape :: P.O. Box 820 :: 6950 Hall Street :: Holland, Ohio 43528 Copyright © 2003-2009 Midwest Tape :: this site is Section 508 compliant'.

From the information entered, Midwest Tape programmed the following 9xx tags:

=946 \\\$aCMJ657125C , Give one copy to mc
 =947 \\\$fADULTCHI\$hCHIACD\$p18.99\$q1
 =947 \\\$fADULTHOU\$hHOUACD\$p18.99\$q1

Attachment B

The fund and holding codes are created from the programming set up by Midwest Tape based on information supplied in the cart. The correct codes are generated behind the scenes and applied in the appropriate 9xx tags and subfields. The fund code is created in the programming by using the fund selection of "Adult," and then adding a suffix for the location. This is then applied to subfield 'f' of the 947 tag. The holding code is created by taking the location from the grid, adding an "A" to correspond to the selection of the "Adult" fund, and completed by adding the format of "CD." This value is then placed in the 947 tag, subfield 'h'. A 946 tag is created containing the Midwest Tape stock number and the information entered in the 'Internal notes' field. This stock number is later passed back to Midwest Tape in the EDI order, to ensure proper product identification. Please see "Example of Sirsi Load Bibs with Order Info Report" to show a screen representing how to set up Unicorn or Symphony to accept the Midwest Tape stock number.

Once the cart is completely filled out, the customer clicks the "Download" tab, and then the "Brief MARC Records" option from the resulting menu (below).

Download Menu:


The screenshot shows the Midwest Tape website interface. At the top, there's a navigation bar with links: Home, SmartBrowse, Search, Browse, View Cart, Tools, Settings, Help, and Log Out. A search bar is also present. Below the navigation bar, the 'Test Cart 1' is displayed. The 'Download' menu is open, showing options: Copy, Move, Brief MARC Records, MARC on the Spot, and Excel or CSV File. The 'Brief MARC Records' option is selected. Below the menu, a table lists the items in the cart:

isbn	box office	odc	format	genre	media	discs	sales rank	fund	qty	price	processing	odc cost	subtotal
464286689				R&B	CD	1	393	ADULT	2	\$14.24	\$0.00	\$0.00	\$28.48
463332934				Pop/Rock	CD	1	1216	ADULT	3	\$11.24	\$0.00	\$0.00	\$33.72
463485380				R&B	CD	1	596	ADULT	1	\$14.24	\$0.00	\$0.00	\$14.24

Download Wizard

The 'Download Wizard – Select Orderlines' screen allows the user to select which items will be downloaded into the MARC file. For convenience there is a 'check all' or 'clear all' button. After all necessary titles have been selected, clicking the 'Next' button will continue the download process.

Attachment B



Download Wizard - Select Orderlines

Product and ordering information can be downloaded for these products.
Check the box next to each one you'd like to download, then click the Next button at the bottom of the page to proceed.

Stock Number	Title	Media
<input checked="" type="checkbox"/> GAM212121C	BUFFET HOTEL	CD
<input checked="" type="checkbox"/> COL21563D	CLOUDY WITH A CHANCE OF MEATBALLS (2009)	DVD
<input checked="" type="checkbox"/> EON801822C	COLOUR ME FREE	CD
<input checked="" type="checkbox"/> MCA61109310D	COUPLES RETREAT	DVD
<input checked="" type="checkbox"/> CMJ657125C	ELEMENT OF FREEDOM, THE	CD
<input checked="" type="checkbox"/> MGM116902D	FAME (2009) (RETAIL)	DVD
<input checked="" type="checkbox"/> CMJ143428C	GRAFFITI	CD
<input checked="" type="checkbox"/> COL33882D	MICHAEL JACKSON'S THIS IS IT	DVD
<input checked="" type="checkbox"/> LGE26902D	SEPTEMBER ISSUE, THE (SPECIAL EDITION)	DVD
<input checked="" type="checkbox"/> CMJ169527C	SHE WOLF	CD

The Download Wizard – Delivery screen allows the user to specify if the MARC file will be sent as an email attachment or if it will be downloaded immediately through the browser. Clicking the 'Next' button will proceed.

<http://www.midwesttapes.com/download/OrderlinesWizard.action>



Download Wizard - Delivery

What type of file would you like?

- ☐ a comma separated values (orderlines.csv) file
- ☐ a Microsoft Excel (orderlines.xls) file
- ☒ a Brief MARC (brief.mrc) file

How would you like the file delivered?

☒ through my browser by clicking a link

☐ email to

Attachment B

The Download Wizard – Done screen will appear at the end of the process, allowing you to click the link supplied to download the file, if you have chosen this method of delivery. If you have chosen email delivery, this screen confirms that the email containing your file has been sent as requested.



Example Midwest Tape Vendor Record with 9xx tags:

```
=LDR 01704ngm 22004092a 45x0
=001 COL24370D
=003 MWT
=005 20090926110912.1
=007 vd\cvaizs
=008 090926s2009\\xxu139\el\\leng\d
=010 \\$a434932530
=040 \\$aMidwest
=020 \\$a1435900979 :${dollar}28.99
=024 1\\$a043396243705
=028 42\\$aCOL24370D
=245 00\\$aAngels & demons (DVD)$h[videorecording].
=250 \\$aWidescreen ed.
=260 \\$a[United States] :$bColumbia Tristar Home Entertainment,$c 2009.
=300 \\$a1 videodisc (ca. 139 min.) :$bsd., col. ;$c4 3/4 in.
=500 \\$a11/24/2009
=511 1\\$aStellan Skarsgard, Tom Hanks, Ewan McGregor, Ayelet Zurer, Armin Mueller-Stahl.
=508 1\\$aDirector, Ron Howard.
=538 \\$aDVD.
=546 \\$aEnglish, French-canadian audio; English, French subtitles.
=546 \\$aClosed-captioned.
=521 8\\$aMPAA rating: PG-13.
=520 \\$aHarvard symbologist Robert Langdon discovers evidence of the resurgence of the most
powerful underground organization in history, the Illuminati. Upon learning of an unstoppable terrorist act
against the Vatican, Langdon travels to Rome and joins forces with Italian scientist Vittoria Vetra, and
```



Attachment B

together they will follow the 400-year-old Path of Illumination that leads to the Vatican's only chance for survival. Includes featurettes.

=650 \0\$aFilm adaptations
=650 \0\$aDetective and mystery films
=650 \0\$aDrama films
=700 1\1\$aHanks, Tom
=700 1\1\$aMcgregor, Ewan
=700 1\1\$aZurer, Ayelet
=700 1\1\$aSkarsgard, Stellan
=700 1\1\$aMueller-Stahl, Armin
=947 \\\\$fundA\$hHoldingCodeA\$p19.99\$q2
=947 \\\\$fundB\$hHoldingCodeB\$p19.99\$q3
=947 \\\\$fundC\$hHoldingCodeC\$p19.99\$q1
=945 \\\\$aMidwest Tape Test Note
=946 \\\\$aCOL24370D

SIRSI 3-step 9xx process

- MARC Order Import utility—uploads file to server
- Load Bibs with Order Info report—loads bib records and extracts order records
- Load Flat Order Records report—loads order records and links to bib records

Example of Sirsi Load Bibs with Order Info Report:

Basic	Load	Order Options	Print Options
Maintenance library:	Z-BEPL		
Order ID:	<input checked="" type="radio"/> Auto-generated order ID, create one orderline per bib record <input type="radio"/> Auto-generated order ID, create one order per bib record <input type="radio"/> Read order ID from bib record		
MARC tag number:		Subfield:	
Default Vendor ID:	MIDWEST14203M		
Customer number tag number:		Subfield:	
Order type:	FIRM		
Fiscal cycle:	2009		
Unit price tag number:	947	Subfield:	p
Extended price tag number:		Subfield:	
Currency:	US		
Requisition number:			
Requestor user ID tag number:		Subfield:	
Date received:			
Date loaded:			

Order Options tab, continued...

The screenshot shows the 'Additional orderline information' section of a software interface. It contains several input fields for MARC tag numbers and entry IDs. Annotations with red arrows point to specific fields and buttons:

- Midwest Stock # from bib record 946 tag mapped to CATALOG# field in Orderline:** Points to the 'Entry ID: CATALOG#' field.
- Midwest Internal Notes from bib record 945 tag mapped to Comment field in Orderline:** Points to the 'Entry ID: COMMENT' field.
- Do not check if using EDI:** Points to the 'Segments information' field.
- Run Now (b):** Points to the 'Run Now (b)' button.

The 'Segments information' field contains the text: `947@FUND_ID:f/FUND_COPIES:q/HOLDING_CODE:h/DIST_COPIES:q`. Below this field is a text box with the same code: `947@FUND_ID:f/FUND_COPIES:q/HOLDING_CODE:h/DIST_COPIES:q`. At the bottom right, there is a 'Gadget : Segments Information' window showing the same code and subfields.

Symphony VIP

Midwest Tape has partnered with SirsiDynix to allow the Symphony VIP service to work with our online catalog.

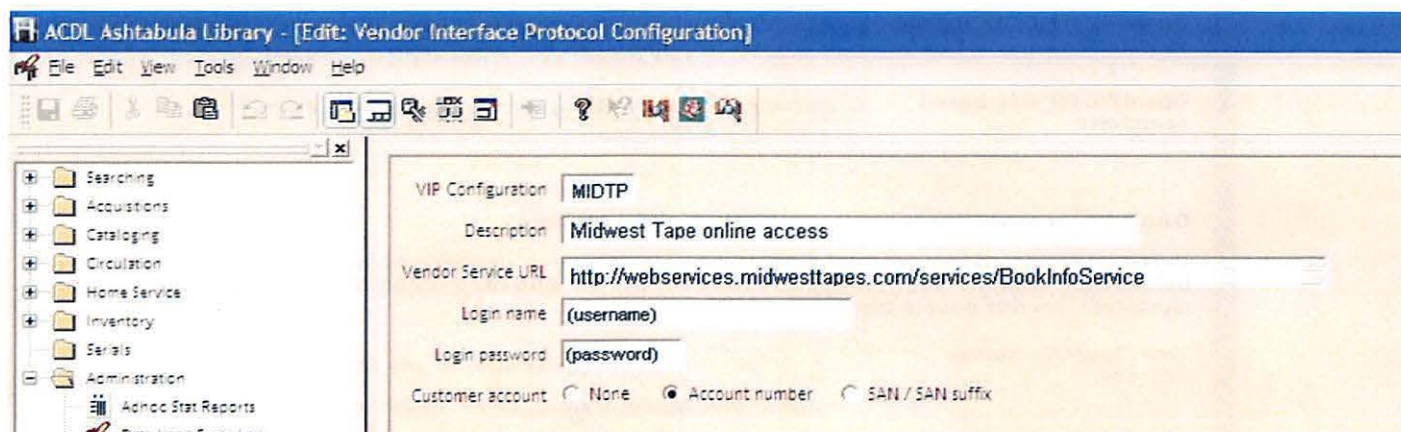
Symphony VIP enables the library to send an ISBN to the Midwest Tape Z39.50 server. If a match is found, Midwest Tape returns an XML-based file containing the ISBN, author, availability, discount price, list price, edition, publication date and place, publisher, and title. Currently Symphony VIP can only send an ISBN. Since CDs do not have an ISBN and only 50 percent of DVDs have an ISBN, the Symphony VIP product is not useful for audiovisual material. All audiobooks have an ISBN and are therefore a nice fit for Symphony VIP.

Symphony VIP Setup

Setting up SirsiDynix VIP electronic web service with Midwest Tape is easy. You need only two pieces of information from us:

- Enter the URL below into your ILS system.
<http://webservices.midwesttapes.com/services/BookInfoService>
- Second, for authentication purposes you will need to enter your valid username and password used when logging into the Midwest Tape website.

The following is an example of the Symphony Vendor Interface Protocol Configuration:



OpenURL

OpenURL enables a library to view their catalog through Midwest Tape's website while shopping.

OpenURL setup on Midwest Tape website

Midwest Tape allows the library to check the status of their collection via ISBN, UPC, OCLC, or title search criteria. Below is an example of the OpenURL setup on the Midwest Tape website.

OpenURL Setup

OpenURL provides the ability to search your collection for any of our products, directly from our product listing pages. Once you've told us your OpenURL template string, just click the magnifying glass icon next to each product to search your library's collection for that product.

If you know your library's OpenURL template string, enter it below. Most library systems are configured to support ISBN searches by default, but we highly encourage you to contact your vendor so you can configure your system to support UPC or OCLC searches, too - some of our products do not have ISBN numbers, but most have UPC or OCLC numbers.

OpenURL for ISBN-based searches:

(use #ISBN# as a placeholder for the ISBN number**)

OpenURL for UPC-based searches:

(use #UPC# as a placeholder for the UPC number)

OpenURL for OCLC-based searches:

(use #OCLC# as a placeholder for the OCLC number)

OpenURL for title-based searches:

(use #title# as a placeholder for the title)

Don't know your library's OpenURL template string?

If you know the address of your OpenURL server and your vendor's name, please enter them below, then click the Suggest OpenURL button. Or, call **800-875-2785** to have one of our Customer Service people help you with this.

Your OpenURL server address:

(don't include any http:// prefix)
Examples: ipac.mylibrary.org, or 67.14.209.56

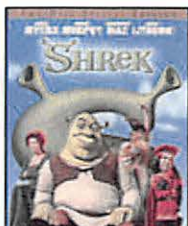
Your system vendor:

We currently support and have OpenURL templates for Innovative, iPac, Pica, Polaris, Sirsi, Talis, and Voyager. Technically, however, our OpenURL implementation should work with **any** vendor who can provide an OpenURL template for their system.

** Use #ISBN10# as a placeholder for ten digit ISBN numbers.

OpenURL Searching.

Clicking the magnifying glass in title details brings up the OpenURL search screen.





SHREK


Rated PG

DreamWorks Pictures, produced in 2001, released in 2001, 93 minutes, \$268M, sales rank: 760

Relive every moment of Shrek's daring quest to rescue feisty Princess Fiona, with the help of his lovable loudmouth




▶ qty: \$14.99 DVD, fullscreen, Special Edition, CC, stock #PAR90699D  (street date 8/19/03)
▶ qty: \$20.24 DVD, widescreen, fullscreen, Special Edition, CC, 2 pieces, stock #PAR89012D  (stre

The following is an example of the OpenURL search screen.



OpenURL Query

How would you like to search your library for SHREK?

-  search via ISBN
-  search via UPC
-  search by title

If the search is unsuccessful, click your browser's back button to return to this page and try a different number.

Once a selection of search criteria is made by clicking on the appropriate option, your library's catalog will be searched.

Attachment B

The following is an example of the OpenURL search result from the Buffalo & Erie County Public Library:



LIBRARY CATALOG

Holdings Display

[HOME](#)
[MY ACCOUNT](#) 
[RESEARCH](#)
[HELP](#) [LOG OUT](#)

[NEW SEARCH](#)

[Brief Record Hitlist](#) |
 [Full Record Hitlist](#) |
 [Refine Search](#) |
 [MARC Record](#) |
 [Download Full Citation for Record](#) |
 [Show "My Book Bag"](#)

[Previous Record](#)
[Next Record](#)

Record # 1


REQUEST TITLE

[Add to "My Book Bag"](#)

Title : [Shrek \[videorecording\] ; Shrek 3-D / DreamWorks Pictures presents a PDI/DreamWorks production , written by Ted Elliott & Terry Rossio and Joe Stillman and Roger S.H. Schulman ; co-producers, Ted Elliott, Terry Rossio, produced by Aron Warner, John H. Williams, Jeffrey Katzenberg ; directed by Andrew Adamson, Vicky Jenson.](#)

Portion of title : [Shrek 3-D](#)

Edition : [DVD version]

Publisher : Universal City, CA : DreamWorks Home Entertainment, [2004].

Description : 2 videodiscs (109 min.) : sd., col. ; 4 3/4 in.

[Expand Record](#)

Library	Call Number	Copy	Material	Location
Angola Public Library	DVD 8031	2	DVD	Family Viewing
Audubon Library	DVD 8031	1	DVD	Audio Visual



Attachment B

Example Web Order Status:

At any time once an order is placed via the website or received electronically, a customer can locate a summary of that order for reference on the Midwest Tape website. As time progresses, the status of each item will be updated, showing which items have shipped and when.

6950 Hall Street :: P.O. Box 820 :: Holland, Ohio 43528 :: 800-875-2785

Customer: Public Library
 Account: Public Library - Electronic Order Account
 PO #: 2009-111001D
 Order date: 11-10-2009

Order 39014234
 Order # 39014234

Bill To:
 1234 Main Street
 High Demand Department
 Anytown, OH 41414

Ship To:
 1234 Main Street
 High Demand Department
 Anytown, OH 41414

** partial shipments if necessary **

Stock #	Title	Media	Qty	Price	Process	OCLC	Total	Status
TWT2257441D	SLUMDOG MILLIONAIRE WS CC OCLC: 312181415 ISBN: unknown UPC: 024543574415 Rating: UNK Genre: Drama Retail: \$29.99 Publisher: 20th Century Fox (2008) Line item: 2	DVD	29	\$22.49	\$2.85	\$0.00	\$652.21	on order
DIS056497D	SNOW WHITE (DISNEY) fullscreen SDH OCLC: 326879790 ISBN: 9780788885761 UPC: 786936755794 Rating: G Genre: Children's Retail: \$29.99 Publisher: Disney (1937) Line item: 5	2 DVDs	29	\$22.49	\$3.10	\$0.00	\$652.21	shipped 11/18
PAR349444D	SOLOIST, THE WS CC OCLC: 370470840 ISBN: 9781415747162 (1415747164) UPC: 097363494447 Rating: PG13 Genre: Drama Retail: \$29.99 Publisher: Paramount Home Entertainment (2009) Line item: 4	DVD	29	\$22.49	\$2.85	\$0.00	\$652.21	on order
MCA61104845D	STATE OF PLAY (2009) WS SDH OCLC: 351778525 ISBN: unknown UPC: 025195040075 Rating: PG13 Genre: Drama Retail: \$29.99 Publisher: Universal (2009) Line item: 3	DVD	29	\$22.49	\$2.85	\$0.00	\$652.21	shipped 11/24
MCA61032294D	TALE OF DESPEREAUX, THE WS SDH OCLC: 300092883 ISBN: 9782519322941 (2519322942) UPC: 025193229427 Rating: G Genre: Children's Retail: \$19.99 Publisher: Universal (2008) Line item: 1	DVD	29	\$14.99	\$2.85	\$0.00	\$434.71	shipped 11/24
				subtotal:	145	\$3,043.55	\$420.50	\$0.00
				shipping:				\$0.00
				TOTAL:				\$3,043.55

Product Summary

Products: 5
Total Quantity: 145



Attachment B

As always, the staff of Midwest Tape is happy to assist with any questions or setup issues you may have. All programming, use of, and technical support for the included electronic services is completely free of charge.



P.O. Box 820
Holland, Ohio 43528
PHONE: 800-875-2785
FAX: 800-444-6645

CANCELLATION NOTICE

Customer: AUSTIN PUBLIC LIBRARY (all accounts)

Date: Thu May 05 20:04:21 UTC 2016

Date range: 03/06/2016 - 05/05/2016

CANCELLATION NOTICE

Page 1 of 1

PRODUCT ID	STOCK NUMBER	TITLE	QTY	PRICE	EXT PRICE	MEDIA	PO	STATUS	CANCEL
11358812	11358812	BATMAN UNLIMITED - MONSTER MAYHEM	1	18.74	18.74	Blu-ray	2016-PO-28031 CIP	Customer Request	03/07/2016
11462393	11462393	BRIDGE OF SPIES	9	29.99	269.91	Blu-ray	2016-PO-27984	Customer Request	03/08/2016
10120444	WAR73606D	DOMINION: PREQUEL TO THE EXORCIST	3	10.49	31.47	DVD	2016-PO-27679	Out of Print	03/16/2016
10120444	WAR73606D	DOMINION: PREQUEL TO THE EXORCIST	1	10.49	10.49	DVD	2016-PO-27685 CIP	Out of Print	03/16/2016
10100140	WAR24674D	EXORCIST - THE BEGINNING	1	10.49	10.49	DVD	2016-PO-27643	Out of Print	03/16/2016
10100140	WAR24674D	EXORCIST - THE BEGINNING	1	10.49	10.49	DVD	2016-PO-27642 CIP	Out of Print	03/16/2016
10499461	BFS31077D	SCOTLAND EXPLORED WEIR'S WAY SET 1	1	20.99	20.99	DVD	2016-PO-27687 CIP	Out of Print	04/20/2016
10453786	ADM002444D	SILVER DREAM RACER	1	13.99	13.99	DVD	PO-27218	Out of Print	04/21/2016
11020912	11020912	VEGGIE TALES MERRY LARRY & THE TRUE LIGHT OF CHRISTMAS	1	10.49	10.49	DVD	2016-PO-28307 CIP	Out of Print	04/08/2016
11020912	11020912	VEGGIE TALES MERRY LARRY & THE TRUE LIGHT OF CHRISTMAS	1	10.49	10.49	DVD	2016-PO-27995 CIP	Out of Print	04/08/2016
Grand total:			20		407.55				

The above items have been CANCELLED from your account.



P.O. Box 820
Holland, Ohio 43528
PHONE: 800-875-2785
FAX: 800-444-6645

OPEN ORDERS REPORT

Account: 2000008690 (78701A) - NO PROC NO CAT.

Date: Thu May 05 20:05:06 UTC 2016

OPEN ORDERS REPORT

Page 1 of 1

PRODUCT ID	STOCK NUMBER	TITLE	QTY	PRICE	EXT PRICE	MEDIA	PO	STREET	ACCOUNT	ORDERED
10664949	SETBSA215571A	CAPTURE OF THE EARL OF GLENCRAE, THE REPLACEMENT ITEM FOR 10593597 (VOL 1)	1	9.99	9.99	Audiobook CD	RBK 16057	ON ORDER	2000008690 (78701A) - NO PROC NO CAT.	04/28/2016
10664954	SETBSA215576A	CAPTURE OF THE EARL OF GLENCRAE, THE REPLACEMENT ITEM FOR 10593597 (VOL 6)	1	9.99	9.99	Audiobook CD	RBK 16057	ON ORDER	2000008690 (78701A) - NO PROC NO CAT.	04/28/2016
11437138	11437138	DARK HORSE, THE	3	18.89	56.67	DVD	PO-27763	07/12/2016	2000008690 (78701A) - NO PROC NO CAT.	02/09/2016
11437138	11437138	DARK HORSE, THE	1	18.89	18.89	DVD	PO-27762 CIP	07/12/2016	2000008690 (78701A) - NO PROC NO CAT.	02/09/2016
11520795	11520795	MONSTER HIGH: GREAT SCARRIER REEF	1	11.89	11.89	DVD	PO-28261 CIP	ON ORDER	2000008690 (78701A) - NO PROC NO CAT.	03/31/2016
11026406	11026406	PARANOIA	3	14.99	44.97	Blu-ray	PO-27109 Blu-ray	ON ORDER	2000008690 (78701A) - NO PROC NO CAT.	11/18/2015
11534117	11534117	TCHAIKOVSKY FILES, THE: CONFESSIONS OF A COMPOSER	1	12.59	12.59	DVD	PO-28417 CIP DVD	ON ORDER	2000008690 (78701A) - NO PROC NO CAT.	04/19/2016
11534117	11534117	TCHAIKOVSKY FILES, THE: CONFESSIONS OF A COMPOSER	2	12.59	25.18	DVD	PO-28411	ON ORDER	2000008690 (78701A) - NO PROC NO CAT.	04/19/2016
Grand total			13		190.17					

PLEASE NOTE: THIS IS NOT AN INVOICE.

IF A TITLE DOES NOT HAVE A RELEASE DATE, IT IS A BACKORDER,
AND WILL SHIP AS SOON AS IT ARRIVES TO OUR WAREHOUSE.

E – Sample Vendor Record

=LDR 01077njm 22002772a 4500
 =001 ocn945988795
 =003 MWT
 =007 sd\fmngnmmned
 =008 160505s2015\\\$xu\n\eng\nd
 =020 \\\$a\$c{dollar}13.99
 =024 1\\$a643485620488
 =028 42\$a11611122
 =040 \\\$aMidwest
 =100 1\\$aPrince.
 =245 10\$aHitnrun Phase Two\$h[sound recording]
 /\$cPrince.
 =260 \\\$a[United States] :\$bDef Jam Records,\$c2016.
 =300 \\\$a1 sound disc :\$bdigital ;\$c4 3/4 in.
 =505 00\$tBaltimore\$tRocknroll loveaffair\$t2 y. 2 d\$tLook at me, look at
 u\$tStare\$tXtraloveable\$tGroovy potential\$tWhen she comes\$tScrewdriver\$tBlack
 muse\$tRevelation\$tBig city.
 =511 1\\$aPrince.
 =520 \\\$aMusic icon Prince releases the follow-up to the fan-favorite album HITnRUN: Phase One. It
 includes the songs Baltimore; Xtraloveable; When She Comes; and Look at Me.
 =650 \4\$aPopular.
 =650 \4\$aR&B.
 =655 \4\$aR&B.
 =700 1\\$aPrince,
 =856 7\\$3View cover
 art\$uhttp://midwesttapes.com/images/movies/000/000/000/011/611/000000000011611122.jpg\$2http
 =946 \\\$a11611122



E – Sample Vendor Record

=LDR 01430njm 22002412a 4500

=001 ocn946242875

=003 MWT

=007 sd\fmngnmmned

=008 160505s2016\\\xxu\\n\\j\\\eng\d

=020 \\\$a\$c{dollar}13.99

=024 1\\\$a050087344368

=028 42\$a11564051

=040 \\\$aMidwest

=245 14\$aThe Jungle Book Soundtrack\$h[sound recording].

=260 \\\$a[United States] :\$bWalt Disney Records,\$c2016.

=300 \\\$a1 sound disc :\$bdigital ;\$c4 3/4 in.

=505 00\$tThe bare necessities\$tTrust in me\$tMain titles- jungle run\$tWolves- law of the jungle\$tWater truce\$tThe rains return\$tMowgli's leaving- elephant theme\$tShere Khan attacks- stampede\$tKaa- Baloo to the rescue\$tHoneycomb climb\$tThe man village\$tMowgli and the pit\$tMonkeys kidnap Mowgli\$tArrival at King Louie's temple\$tCold lair chase\$tThe red flower\$tTo the river\$tShere Khan's war theme\$tShere Khan and the fire\$tElephant waterfall\$tMowgli wins the race\$tThe jungle book closes\$tI wan'na be like you (2016)\$tThe bare necessities.

=520 \\\$aOne of Disney's most beloved animated adventures transforms into a live-action blockbuster. Oscar-nominated composer John Debney, whose past credits include Iron Man 2 and Sin City, creates an exciting score.

=650 \4\$aSoundtracks.

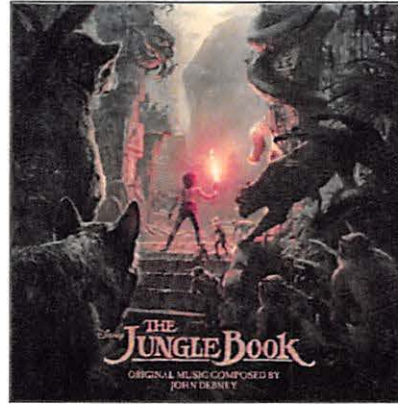
=650 \4\$aChildren's.

=655 \4\$aChildren's.

=856 7\\\$3View cover

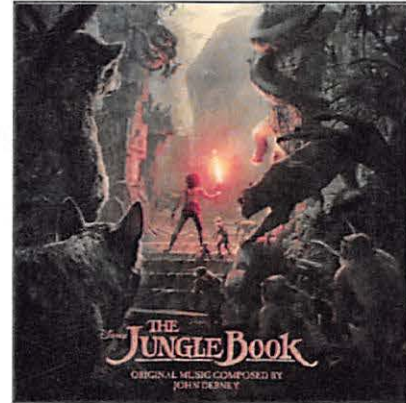
art\$uhttp://midwesttapes.com/images/movies/000/000/000/011/564/000000000011564051.jpg\$2http

=946 \\\$a11564051



F – Sample Full Level MARC Records

=LDR 01696cjm 2200313la 4500
 =001 ocn946242875
 =003 OCoLC
 =005 20160505113230.0
 =007 sd\fmngnmmned
 =008 160302s2016\\\caumpnnj\\\n\eng\d
 =035 \\\\$a(OCoLC)946242875
 =040 \\\\$aTRACSS\$beng\$cTRACSS\$dTEF\$dIEB\$dIEP
 =024 1\\\$a050087344368\$c18.99
 =028 42\\\$aD002386002\$bWalt Disney Records
 =037 \\\\$a11564051
 =050 \4\\\$aM1527.D43\$bJ86 2016
 =082 04\\\$a781.5/42\$223
 =100 1\\\$aDebney, John.
 =245 14\\\$aThe jungle book\$h[sound recording] /\$coriginal music composed by John Debney.
 =246 3\\\$aDisney The jungle book
 =260 \\\\$aBurbank, CA :\$bWalt Disney Records,\$c2016.
 =300 \\\\$a1 sound disc (75 min.) :\$bdigital ;\$c4 3/4 in.
 =500 \\\\$aAt head of title : Disney.
 =500 \\\\$aTitle from container.
 =511 0\\\$aVarious performers.
 =500 \\\\$aCompact disc.
 =505 00\$tThe bare necessities /\$rDr. John and The Nite Trippers --\$tTrust in me /\$rScarlett Johansson -
 -\$tMain Titles - Jungle run --\$tWolves - law of the jungle --\$tWater truce --\$tThe rains return --
 \$tMowgli's leaving - Elephant theme --\$tShere Khan attacks - stampede --\$tKaa - Baloo to the rescue --
 \$tHoneycomb climb --\$tThe man village --\$tMowgli and the pit --\$tMonkeys kidnap Mowgli --\$tArrival
 at King Louie's temple --\$tCold lair chase --\$tThe red flower --\$tTo the river --\$tShere Khan's war theme
 --\$tShere Khan and the fire --\$tElephant waterfall --\$tMowgli wins the race --\$tThe jungle book closes --
 \$tI wan'na be like you (2016) /\$rChristopher Walken --\$tThe bare necessities /\$rBill Murray & Kermit
 Ruffins.
 =650 \0\\\$aMotion picture music\$vJuvenile.
 =730 0\\\$aJungle book (Motion picture : 2016)



F – Sample Full Level MARC Records

=LDR 01589cjm 2200397li 4500
 =001 ocn945988795
 =003 OCoLC
 =005 20160505113351.0
 =007 sd\funngn|||ed
 =008 160405t20162015mnupnn\|d\|||||n\eng\|d
 =035 \\\\$a(OCoLC)945988795
 =040 \\\\$aTEFMT\$beng\$erda\$cTEFMT\$dTEF\$dBKC
 =024 1\\\$a643485620488
 =028 02\\\$aB002499702\$bNPG
 =037 \\\\$bMidwest
 Tape\$hhttp://www.midwesttapes.com
 =050 \4\\\$aM1630.18.P75\$bH58 2016
 =082 04\\\$a782.42164\$223
 =100 0\\\$aPrince,\$eproducer,\$earranger of music,\$ecomposer,\$eperformer.
 =245 10\\\$aHitrun.\$nPhase two /\$cPrince.
 =264 \1\\\$a[Chanhassen, Minnesota] :\$bNPG,\$c[2016]
 =264 \4\\\$c{phono}2015
 =300 \\\\$a1 audio disc :\$bCD audio, digital ;\$c4 3/4 in.
 =336 \\\\$aperformed music\$bprn\$2rdacontent
 =337 \\\\$aaudio\$b\$2rdamedia
 =338 \\\\$aaudio disc\$b\$2rdacarrier
 =344 \\\\$adigital\$boptical\$c1.4 m/s\$2rda
 =347 \\\\$aaudio file\$bCD audio\$2rda
 =500 \\\\$aTitle from container.
 =511 0\\\$aPerformed by Prince and The New Power Generation.
 =500 \\\\$aLyrics and full credits inserted in container.
 =505 00\$tBaltimore --\$tRocknroll loveaffair --\$t2 y. 2 d --\$tLook at me, look at u --\$tStare --
 \$tXtraloveable --\$tGroovy potential --\$tWhen she comes --\$tScrewdriver --\$tBlack muse --\$tRevelation -
 -\$tBig city.
 =650 \0\\\$aRhythm and blues music.
 =650 \0\\\$aPopular music\$y2011-2020.
 =655 \7\\\$aRhythm and blues music.\$2lcgft
 =655 \7\\\$aPopular music.\$2lcgft
 =710 2\\\$aNew Power Generation (Musical group),\$eproducer,\$earranger of
 music,\$ecomposer,\$eperformer.



F – Sample Full Level MARC Records

=LDR 01237cjm 2200325Ki 4500
 =001 ocn944455178
 =003 OCoLC
 =005 20160505113453.0
 =007 sd\fungnn|||ed
 =008 160314s2016\\mnuppnne\\\\\\\\\\\\n\eng\d
 =035 \\\$a(OCoLC)944455178
 =040 \\\$aTEFMT\$beng\$erda\$cTEFMT\$dTEF\$dDMM\$dOCLCO
 =024 1\\\$a826257021328
 =028 02\$aRSE213-2\$bRhymesayers Entertainment
 =037 \\\$bMidwest Tape\$nhttp://www.midwesttapes.com
 =082 04\$a782.421649\$223
 =100 0\\\$aAesop Rock,\$ecomposer,\$eperformer.
 =245 14\$aThe impossible kid /\$cAesop Rock.
 =264 1\\\$aMinneapolis, MN :\$bRhymesayers Entertainment,\$c[2016]
 =300 \\\$a1 audio disc :\$bCD audio, digital ;\$c4 3/4 in.
 =336 \\\$aperformed music\$bprm\$2rdacontent
 =337 \\\$aaudio\$bs\$2rdamedia
 =338 \\\$aaudio disc\$bsd\$2rdacarrier
 =344 \\\$adigital\$2rda
 =347 \\\$aaudio file\$bCD audio\$2rda
 =500 \\\$aTitle from container.
 =511 0\\\$aPerformed by Aesop Rock.
 =505 00\$tMystery fish --\$tRings --\$tLotta years --\$tDorks --\$tRabies --\$tSupercell --\$tBlood sandwich --
 \$tGet out of the car --\$tShrunk --\$tKirby --\$tTUFF --\$tLazy eye --\$tDefender --\$tWater tower --
 \$tMolecules.
 =650 \0\$aRap (Music)
 =650 \0\$aPopular music\$y2011-2020.



BALTIMORE
ROCKNROLL LOVEAFFAIR
2 Y. 2 D.
LOOK AT ME, LOOK AT U
STARE
XTRALOVEABLE

GROOVY POTENTIAL
WHEN SHE COMES
SCREWDRIVER
BLACK MUSE
REVELATION
BIG CITY

PRODUCED, ARRANGED*, COMPOSED & PER4MED*
by PRINCE & THE NEW POWER GENERATION



ALL RIGHTS RESERVED. ALL RIGHTS IN THIS RECORDING OR ANY
PART THEREOF, INCLUDING COPYRIGHT, ARE RESERVED BY THE
PUBLISHER.




AUSTIN PUBLIC
LIBRARY

AUSTIN PUBLIC LIBRARY



39999058280163



PRINCE

HITNRUN PHASE TWO

CD
R&B
PRIN

AUSTIN PUBLIC LIBRARY



39999058280163

HITNRUN

HITNRUN
phase two



AUSTIN PUBLIC
LIBRARY

GOAL DETERMINATION REQUEST FORM



Buyer Name/Phone	Jonathan Dalchau 512-974-2938	PM Name/Phone	Sandra Cannon 512-974-7588
Sponsor/User Dept.	Austin Public Library	Sponsor Name/Phone	Xavier Ramirez 512-974-7477
Solicitation No	RFP JRD0312	Project Name	Music CD's
Contract Amount	\$2,100,000 / 6 years	Ad Date (if applicable)	April 18, 2016
Procurement Type			
<input type="checkbox"/> AD – CSP <input type="checkbox"/> AD – Design Build Op Maint <input type="checkbox"/> IFB – IDIQ <input type="checkbox"/> Nonprofessional Services <input type="checkbox"/> Critical Business Need <input type="checkbox"/> Sole Source* <input type="checkbox"/> AD – CM@R <input type="checkbox"/> AD – JOC <input type="checkbox"/> PS – Project Specific <input checked="" type="checkbox"/> Commodities/Goods <input type="checkbox"/> Interlocal Agreement <input type="checkbox"/> AD – Design Build <input type="checkbox"/> IFB – Construction <input type="checkbox"/> PS – Rotation List <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Ratification			
Provide Project Description**			
This solicitation is for the purchase of music CDs in English, Spanish, and other languages that are fully cataloged, able to be added to the inventory (holdings) records, processed to be "shelf ready" in accordance with the APL's requirements, and drop shipped to different APL locations.			
Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.			
Issued in April 2012 and no goals were assigned.			
List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable)			
71580, 95610, & 96286			
		4/6/2016	
Buyer Confirmation		Date	

* Sole Source must include Certificate of Exemption

**Project Description not required for Sole Source

FOR SMBR USE ONLY			
Date Received	04/06/2016	Date Assigned to BDC	Jessica Oberembt
In accordance with Chapter2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:			
<input type="checkbox"/> Goals	% MBE	% WBE	
<input type="checkbox"/> Subgoals	% African American	% Hispanic	
	% Asian/Native American	% WBE	
<input type="checkbox"/> Exempt from MBE/WBE Procurement Program		<input checked="" type="checkbox"/> No Goals	

GOAL DETERMINATION REQUEST FORM

This determination is based upon the following:	
<input checked="" type="checkbox"/> Insufficient availability of M/WBEs <input type="checkbox"/> Insufficient subcontracting opportunities <input type="checkbox"/> Sufficient availability of M/WBEs <input type="checkbox"/> Sole Source	<input type="checkbox"/> No availability of M/WBEs <input type="checkbox"/> No subcontracting opportunities <input type="checkbox"/> Sufficient subcontracting opportunities <input type="checkbox"/> Other
If Other was selected, provide reasoning:	
MBE/WBE/DBE Availability 71580 (77%) = 1 MBE, 95610 (20%)= 0 MBE, Provide information on availability. 96286(3%)= 14 MBE/WBE.	
Subcontracting Opportunities Identified List any subcontracting opportunities identified.	Only identified subcontracting is the transportation of goods (96286) which creates a low combined, singular goal of 0.057% since it is only 3% of the trade summary.
Counselor Name	
SMBR Staff 	Signature/ Date 04/11/16
SMBR Director or Designee 	Date 4/11/16
Returned to/ Date:	